



INVITATION TO BID

Requesting:	Bid(s) for the Sanitary Sewer Rehabilitation
Project Number:	21-6060-006
Issue Date:	October 22, 2021
Last Date for Questions:	October 28, 2021 by 9:00 AM
Addendum Posted:	November 1, 2021, by 12:00 PM
Bids Due:	November 4, 2021, at 10:00 AM
Project Start Date:	
Project Completion Date:	April 1, 2022
Bid Submission Website:	www.demandstar.com
Public Bid Opening:	Bids will be virtually opened and read aloud publicly on the same day and time by going to bids.oswegoil.org or call (312) 626-6799 just prior to the meeting. When prompted, enter passcode 812 5239 0580 from your phone. You will hear the audio of the meeting through our webinar service.

Note: Project subject to Illinois Prevailing Wage Act (820 ILCS 130/1-1.01, *et seq.*)

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum may be published on the Village's website by the stated date above.

Contact with anyone other than the Purchasing Manager for matters relative to the project described in this invitation to bid during the bidding process is prohibited.

Contact for this proposal:

Shanel Gayle, Purchasing Manager in writing at sgayler@oswegoil.org

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LEGAL NOTICE

The Village of Oswego will be accepting sealed bids for the Sanitary Sewer Rehabilitation until November 4, 2021 at 10:00 AM local time. Bids will be virtually opened and read aloud publicly on the same day and time by going to bids.oswegoil.org.

Project Title: Invitation to Bid the Sanitary Sewer Rehabilitation
Proposal No. 21-6070-006

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal www.demandstar.com. Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the Village's website www.oswegoil.org. Hard copy, emailed, or faxed Bids will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to load their Bids twenty-four (24) hours prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to sgayle@oswegoil.org. All answers to questions related to technical issues with DemandStar will be provided within one business day .

Bidders are advised of the following requirements of this contract: 1. Project is subject to the Illinois Prevailing Wage Act; 2. Required 10% bid bond with the bid submittal; 3. Required 110% performance, labor and material payment bond on award of contract and, generally, the project is subject to the Illinois Public Construction Bond Act.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to sgayle@oswegoil.org until October 28, 2021 at 9:00 AM local time. Responses will be posted in DemandStar by November 1, 2021 at 12:00 PM local time.

The bidder shall at all times observe and conform to all federal, state, and local laws, ordinances, and regulations which may, in any manner, affect the preparation of bids or the performance of the contract.

Shanel Gayle
Purchasing Manager

GENERAL CONDITIONS

1. Contractor Qualifications

The Contractor must be experienced in providing said services to local governments. Submitters that cannot demonstrate successful previous experience in the work of the type in this contract will be considered “non responsible” and will not be considered for award of the contract.

The Contractor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements that follow, to successfully pursue the work in this contract.

2. Work Schedule

The Contractor shall complete the work required by the project completion date, April 1, 2022.. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision to provide exceptions, shall be made in its sole discretion, such decisions shall be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter.

Work will not be permitted on Sunday or the following legal holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Veteran’s Day
President’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, after 12 p.m.
Christmas Day	

Due to the timing of this project, work shall be prohibited during certain public events in said area.

3. Customer Service & Private Property

- Respect for all public and private property is very important. The Contractor shall take all reasonable steps to prevent or minimize property damage.
- The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract
- The Contractor shall be responsible for defending the Village from, and satisfying any claims for, any damage caused to private property, driveways or sidewalks.
 - All driveways or sidewalks in the construction zone should be photographed by the Contractor prior to initiation of work.
 - Said photographs will support defense by Contractor against claims for damage.
 - Unresolved claims against the Contractor will delay approval of the final payment.

4. **Safety Officer**

- The Contractor shall provide a qualified Safety Officer contact for the Village to ensure work site and personnel safety compliance.
- The Safety Officer shall address all concerns, and communicate resolution to the Village, within a one (1) hour window.

5. **Method of Assignment**

The Village may add, delete, or change the work locations or details of the marking layouts at any time during the work period, with at least two (2) working days prior notice to the Contractor.

6. **Equipment**

All equipment required to perform the contract is the sole responsibility of the Contractor and should be included in the bid. Multiple mobilizations may be expected and will not be treated like extras.

7. **Traffic Control and Public Safety**

Direction of Operation – When traveling in lanes open to the public traffic, the Contractor’s vehicles (and any other construction or subcontractor’s vehicles) shall always move with the flow of traffic. These vehicles shall enter and leave work areas in a manner that will not be hazardous to, or interfere with, traffic, and shall not park or stop except within designated parking areas.

All equipment shall be maintained in accordance with existing Illinois State Law and shall be supplied with operational amber flashing lights/strobes and have “slow-moving vehicle designators” as required. All vehicles and equipment must be marked to properly identify the Contractor’s company, including phone number and must be visible at all times. In addition, Contractor shall comply with all of the following:

- A. Manual on Uniform Traffic Control Devices;
- B. Regulations of the Public Works Department and the Village of Oswego;
- C. Other Federal (including OSHA), State or Municipal laws, regulations, rules, codes, ordinances, rulings, or decisions, as may be amended from time to time ;
- D. Any and all relevant safety procedures.. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed;

he safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees, and all other persons and property to prevent damage, injury, or loss. Work can be completed during late evening or overnight hours when traffic is minimal.

8. Bid Bond

Unless specifically waived, each bid shall be accompanied by a bid bond in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract, and furnished all necessary bonds and insurance documents. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

The bid bond must be uploaded with the bid documents and the original must be mailed to: Village of Oswego, Attn. Shanel Gayle, Bid Bond, 100 Parkers Mill, Oswego, IL 60543

9. Performance, Labor and Material Payment Bonds

At the time the Contract is executed, the successful bidder shall furnish a performance bond for 110% of the contract to guarantee the completion of any work to be performed by the Contractor under the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

The Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*) applies to this project, and all contractors shall fully comply with this Act. A Performance bond satisfactory to the Village, and in compliance with the Act, must be executed by a Surety Company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village. The Village requires that the performance bond shall be an amount equal to 110% of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

The proof of the all required bonds and sureties must be emailed to sgayle@oswegoil.org and the original must be mailed (or otherwise delivered to) to: Village of Oswego, Attn. Shanel Gayle, Performance Bond, 100 Parkers Mill, Oswego, IL 60543

In the event that the bidder fails to furnish the performance bonds within 14 days after notification of the award, then the bid bond shall be retained by the Village as liquidated damages and not as a penalty. It is agreed that the sum of the bid bond is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the performance bonds.

10. **Billing/Invoicing**

All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1, *et. seq.*

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment;
- B. Consider all or any part of this contract breached and terminate the contract; or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, or by certified or registered US Mail.

Contractor shall be responsible for providing all reasonable access to Village employees and agents for inspection, re-inspection, and testing of the work. Until Final Payment, Contractor shall, promptly, and without charge, repair, correct, or replace any part of the Work that is defective, damaged, flawed, or unsuitable or that fails to strictly conform to the requirements of the Contract or Specifications.

11. **Delivery of Materials**

It shall be the Contractor's responsibility to see that all materials and equipment is delivered within or adjacent to the area of installation or repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

12. **Injury to Property**

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

13. **Decisions and Explanations by Village**

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

14. **Maintenance of Traffic**

The purpose of this contract is to provide for the safe and continuous maintenance of traffic through the locations where services are being performed and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

All work shall be performed in accordance with IDOT Special Provision for Flaggers in Work Zones (LRS4), if applicable.

Normal rush hour traffic conditions are from 6:30 a.m. to 9:00 a.m., and 3:30 p.m. to 6:30 p.m. on certain high-volume roads. Work performed during these times will be restricted to secondary roads not subject to significant rush hour peaks. The Village shall determine which locations are subject to the above restrictions.

The Contractor shall be solely responsible for all accidents and/or damage to persons and/or property that may result from the Contractor's operations.

INSTRUCTIONS TO BIDDERS

1. **Preparation and Submission of Bids:**

- A. Each bid shall be submitted on the exact form furnished by the Village through DemandStar. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
- B. Each Bidder must submit the following items:
 - a) **Complete Bid Package, including:**
 - i. **Signed Contract**
 - ii. **Signed Bid Sheet**
 - iii. **Detailed Exception Sheet**
 - iv. **Equipment List**
 - v. **Subcontractors List**
 - vi. **References**
 - vii. **Signed Contractor Bid Agreement**
 - b) **Bid Bond**
 - c) **Addendum(s), if any**
- C. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
- D. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening, and may resubmit a Bid. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
- E. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
- F. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
- G. The Bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Village, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- H. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- I. The Bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Bid or contract as a specific item covered by a lump sum price, and which are not included under the Bid price for other items in the Contract, shall be performed as extra work.

- J. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
- K. The Bidder further agrees to execute all documents within this Bid Package, obtain all necessary bonds and Certificates of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
- (
- L. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
- M. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer, and forfeits the Bidder's Bid Bond as actual damages suffered by the Village.
- N. No Bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
- O. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

2. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Shanel Gayle, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email sgayle@oswegoil.org. Answers may be provided in writing to all potential Bidders in the form of Addenda posted on the Bid page. No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site, or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related to such failures.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's DemandStar website. In the event of a conflict with the original contract documents, the addenda shall govern all other bid documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal Addendum in its Bid shall deem its Bid to be non-responsive; provided that the Village may waive this requirement in its sole discretion.

3. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.
 - A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
 - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
 - C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
 - D. All Bids shall be good, valid, and binding on the Bidder for thirty (30) days from the date of the Bid opening.
 - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
 - F. Bidders are required to fully comply with the Illinois Prevailing Wage Act..

4. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village.
 - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
 - B. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
 - C. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the Bid.
 - Record of payments for taxes, licenses, or other monies due to the Village.

5. **Rejection of Bids:**
 - A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
 - B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.
 - C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
 - D. Bids may also be rejected if they are made by a Bidder that is deemed non-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

6. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

7. **Non-Discrimination:** The Bidder, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

8. **Execution of Documents:** The Bidder, in signing the Bid on the whole or any portion of the work, shall conform to the following requirements:
 - A. Bids signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 - B. Bids that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.
 - C. Bids that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
 - D. Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any listed Contractor shall not be evaluated for the award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of

ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

CONTRACT

In consideration of the mutual promises set forth below, the Village of Oswego, Illinois, a municipal corporation and political subdivision of the State of Illinois, (hereinafter "Village"), and _____ (hereinafter, "Contractor") enter into this Contract as of the ____ day of _____ 2021, and hereby agree as follows:

The entire Bid Packet together with all exhibits, specifications, and attachments, the Bidder's Bid, and this Contract shall become a part of this Contract unless otherwise specified. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions of the bid package, including this contract document, and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** For each Progress Payment, Contractor shall receive 90% of the Progress Payment amount, and the Village shall hold 10% of such Progress Payment as retainage (the "Retainage Amount"). The Village may utilize the Retainage Amount to cure any deficiency in the Contractor's performance that is identified prior to Final Acceptance (as defined below). Not less than three days prior to the Village utilizing any of the Retainage Amount, the Village shall notify the Contractor of (i) the deficiency in Contractor's performance, (ii) the Village's intention to utilize the Retainage Amount or some portion thereof, (iii) the nature and anticipated time of commencement of the Village's curative activities, and (iv) an estimate of the Retainage Amount to be used. If, prior to the commencement of the Village's curative activities, the Contractor notifies the Village of its intent to cure its deficiency in a timely fashion (as determined by the Village's anticipated time of commencing curative activities), then the Village shall defer proceeding with its curative activities and allow the Contractor to undertake its own corrective action.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act,

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment.
- B. Consider all or any part of this contract breached and terminate the Contractor, or
- C. May hire another Contractor to cure any defects in performance or complete all work

covered by this specification for the remaining term of this contract.

- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues, etc.

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:
- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:
- i. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor’s contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Contractors.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor’s policy.
 - ii. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - iii. **Workers’ Compensation and Employers Liability Insurance.** Statutory Workers’ Compensation coverage complying with the law of the State of Illinois and Employers’ Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
 - iv. **Umbrella / Excess Liability Insurance** Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
 - v. **Professional Liability Insurance.** Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of work and/or services under the Agreement. Evidence of such

insurance shall be provided upon request from the Village during this two-year period.

- B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations. The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and

amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.

- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
- vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
- viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
- ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
- x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
- xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise deemed, in writing, acceptable to the Village.

6. Warranty of Work.

- A. Scope. Contractor warrants that the Work and all its components shall be free from defects and flaws in design, workmanship and materials; shall strictly conform to the requirements of this Contract and its Specifications; shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract and its Specifications. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Village.
- B. Length of Warrantee; Repairs. Contractor shall promptly, and without charge, correct any failure to fulfil the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in this Contract or its attachments or exhibits or specifications, or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and the Contractor's obligation to correct the Work shall be extended for a period of one year from the date of such repair or replacement.

C. Subcontractor and Supplier Warranties. Whenever a subcontractor or supplier is required to provide a warranty or guaranty, the Contractor shall be solely responsible for obtaining such warranty in form satisfactory to the Village. Acceptance of any warranties by the Village shall be a precondition to Final Payment and shall not relieve Contractor of its warranty obligations under this Contract.

7. **Indemnification.** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or

anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$750.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
6. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of work.
7. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the original contracted amount; and

- D. It is approved by the Board of Trustees, or in the event the change order is less than twenty-five thousand dollars (\$25,000.00), by the Village Administrator.
8. **Compliance with Laws and Regulations:** In addition to the bid and performance bonds required in the bid packet, the Contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the Contractor. In addition:
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
 - E. Contractor is solely responsible for procuring all necessary permits, licenses, and other governmental approvals and authorizations necessary in connection with the Project.
9. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an Independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
10. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract

shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement

11. Final Acceptance and Final Payment.

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by the Village, Contractor shall notify the Village and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of the Village in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, the Village shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, the Village shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to the Village a properly completed final Pay Request in the form provided by the Village (its "Final Pay Request"). The Village shall pay to Contractor the balance of the Contract Price (including the balance of the Retainage Amount), after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than sixty (60) days after the Village approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of the Village arising out of, relating to, or in connection with the Work, except the claim against the Village for the unpaid balance, if any, of any amounts retained by the Village pursuant to this Contract.

12. Waiver of Lien. The Contractor shall, from time to time at the Village's request, but in any event prior to Final Payment, provide to the Village such receipts, releases, certifications, and other evidence as necessary to establish that there are no liens against the Work or the public funds held by the Village. This shall not operate to relieve the Contractor's surety or sureties from any of their obligations under the Bonds, or vest any right, interest, or

entitlement for any subcontractor or supplier.

13. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
14. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
15. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
16. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
17. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
18. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work of similar scope on facilities or properties under the jurisdiction of the Village of Oswego. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.
19. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or the Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, neither the validity of the remaining part of such provision or of any other provisions of this Contract shall be affected.
20. Amendments. No modification, addition, deletion, revision, alternation, or any other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the Village and Contractor.
21. **Additional Items:** The Contractor hereby:
 - A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
 - B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and

- C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

[SIGNATURE PAGE FOLLOWS]

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

Attest:

By: _____
Village President

Village Clerk

CONTRACTOR:

Attest:

By: _____
Signature

Witness

Print Name and Title

BID COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISIONING	6,130	FOOT		
2	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	5,190	FOOT		
3	CURED-IN-PLACE SEWER LINER, 12" DIAMETER	330	FOOT		
4	CURED-IN-PLACE SEWER LINER, 15" DIAMETER	300	FOOT		
5	CURED-IN-PLACE SEWER LINER, 18" DIAMETER	310	FOOT		
6	INTERNAL SERVICE LATERAL REINSTATEMENT	99	EACH		
7	CUT PROTRUDING TAPS	3	EACH		
8	DYE TESTING OF SERVICES	1	EACH		
9	LATERAL LAUNCHING SERVICES	1	EACH		
TOTAL PROJECT COST					\$

Signature of Authorized Representative

Date

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the bid. It is not our intention to prohibit any potential Contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Village reserves the right to accept or reject any or all exceptions.
Contractor's exceptions are:

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 2

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 3

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

CONTRACTOR BID AGREEMENT

TO
: Village of
Oswego 100
Parkers Mill
Oswego, IL 60543

The undersigned Bidder, in compliance with your advertisement for Bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment, and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this Bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications, and Contract Documents, including the invitation for Bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Company Name

Address

City, State, Zip Code

Phone Number

Email Address

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

APPENDIX A – CONTRACTOR COVID POLICY

Village of Oswego
Contractor Policy for Entering and Working in Village Buildings
(Effective May 2, 2020)

****All contractors shall read and comply with the following policy. ****

For the protection of the Village's workforce, visitors and contractors, the Village of Oswego is taking additional measures for all contractors conducting work on behalf of the Village of Oswego on or at Village facilities.

Face Coverings Required

In compliance with the Governor's Executive Order dated August 30, 2021, the Village is requiring that all visitors, including contractors, wear a cloth face coverings or masks in Village facilities when the individual is interacting or may interact with others. Face coverings are intended to supplement other social distancing and hygiene measures, not replace them. Employees/Contractors must maintain six feet of separation from other people whenever possible.

Face coverings are required any time the contractor is entering and exiting a facility, in common spaces, or during in-person meetings in which it is not possible to maintain at least six feet of separation.

Contractor Symptom Assessment

The Village prohibits work by any individual who exhibits symptoms related to COVID-19, has known contact with an individual who is positive for COVID-19, or is otherwise instructed to self-quarantine by any medical professional. To that end, the Village is requiring that all contractors certify that they do not meet any of the above criteria.

COVID19 symptoms will be considered those symptoms as defined by the CDC and may be updated. The CDC identifies the following symptoms as indicative of COVID19:

1. Cough
2. Shortness of breath or difficulty breathing
3. Temperature – Using the provided no touch thermometers
4. Chills
5. Repeated shaking with chills
6. Muscle pain/unusual fatigue
7. Headache
8. Sore throat
9. New loss of taste or smell

Symptom tracking process

- A. When entering any Village facilities, all contractor will complete the attached Symptom Self-Assessment Survey sheet (Attachment A). Contractors should circle yes if they have experienced any symptoms indicative of COVID19 in the last 12 hours. Touchless thermometers are available at Village facilities for contractor use. Please clean the

thermometer before and after use. The Symptom Self-Assessment Survey sheet will be provided to the Village Representative. All forms will then be submitted to the Village's Facilities department to be held confidentially. The Village will take all reasonable measures to maintain confidentiality related to health information.

- B. Any contractor who has a consistent body temperature reading of over 100.4 degrees Fahrenheit (a consistent body temperature is (2) two temperature readings taken (1) one minute apart), or answers "Yes" to any of the other above listed questions/symptoms on the Symptom Self-Assessment Survey is required to advise their Village Representative by phone immediately.
- C. If the contractor responds affirmatively to any of the symptoms, the contractor will be required to exit the building. The contracting company will be required to contact the Village Representative that hired your company immediately, to provide the following information:
 - Did your employee have contact with any Village Staff Members?
 - Did your employee have contact with other staff members from your company, on the way to the site, or onsite?
- D. Any contractor who begins to experience any of the above symptoms during their shift, shall immediately notify their supervisor. At that time, the contractor should end his or her shift.
- E. If a contractor is required to leave a site because of COVID-19 symptoms, that contractor will be required to remain off Village of Oswego Properties, until that the employee can provide proof to their supervisor, that they are free of COVID-19 symptoms or a minimum of 14 days.
- F. Should any contractor begin experiencing symptoms of COVID19 within 14 days of conducting work for the Village, he or she is required to contact the Village.]

**Village of Oswego
Symptom Self-Assessment Survey**

Company: _____

Contractor Name: _____

Village facility: _____ Date: _____ Time: _____

Please circle Yes if you have experienced any of the following in the last 12 hours:

Cough	Yes	No
Shortness of breath/difficulty breathing	Yes	No
Temperature in excess of 100.4	Yes	No
Chills	Yes	No
Repeated shaking with chills	Yes	No
Muscle pain/unusual fatigue	Yes	No
Headache	Yes	No
Sore throat	Yes	No
New loss of taste or smell	Yes	No

Please answer the following questions by circling Yes or No

- | | | |
|--|-----|----|
| 1. I am currently experiencing symptoms similar to COVID19. | Yes | No |
| 2. I have been in contact with a COVID-positive patient in the last 14 days. | Yes | No |
| 3. I have been advised to self-quarantine in the last 14 days. | Yes | No |

Signature: _____

APPENDIX B – SPECIFICATIONS

VILLAGE OF OSWEGO

2021 SANITARY SEWER REHABILITATION



SPECIAL PROVISIONS

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2021 CIPP SEWER LINING
VILLAGE OF OSWEGO

ILLINOIS

October 2021

I hereby state that these Contract Documents were prepared under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Illinois.



Catherine L. Morley

(Expiration Date: November 30th, 2021)

Professional Design Firm Registration 184.000813-0002 (Expiration Date: April 30th, 2023)

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ATTACHMENT A: CIPP LINING REHABILITATION SCHEDULE

STANDARDS

Construction provisions shall follow the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016 (referred to hereinafter as the Standard Specifications); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2021; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways” (IMUTCD); the “Standard Specifications for Water and Sewer Construction in Illinois”, 8th Edition, 2020 (referred to hereinafter as the Water and Sewer Specifications), latest edition; American Water Works Association (AWWA); the VILLAGE’s front end Contract Documents; VILLAGE Ordinances, which apply to and govern the proposed improvement project and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

Any reference to standards throughout the plans or Special Provisions shall be interpreted as the latest standard of the Department of Transportation.

DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the VILLAGE OF OSWEGO for performance of the prescribed work.

Department, Owner or Village. The VILLAGE OF OSWEGO, Kendall County, Illinois.

Engineer. The authorized representative of the VILLAGE OF OSWEGO will be in immediate charge of the engineering details of a construction project.

LOCATION AND DESCRIPTION OF PROJECT

The work will be exclusively located in the East Basin. The area is bounded to the northeast by Jackson Place, to the southwest by Fuller Avenue, to the East by IL71 and Fox River to the west. This area will consist of approximately 5,780 linear feet of sewer cleaning, televising, and lining (varying from 8"-18" diameter) and restoration and other related and incidental work.

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GENERAL SPECIAL PROVISIONS

PROJECT TIMING

Construction is scheduled to begin upon the proper execution of the contract documents, which includes the submission of insurance and bonds. The substantial completion for the project shall be **60 calendar days** after notice to proceed. The final completion for all other ancillary work, including landscaping restoration or plantings, not including, any additional work, shall be **90 calendar days** after notice to proceed or April 1st, 2022. Failure to comply with the deadlines for the substantial completion and final completion shall result in the enforcement of liquidated damages in the amount of \$750.00 per day for each and every calendar day that these improvements remain incomplete, in accordance with the Special Provision, "Liquidated Damages", and Sections 108.05 and 108.09 of the Standard Specifications.

CONSTRUCTION SCHEDULE

At the project pre-construction meeting, the Contractor shall submit for review and approval by the Engineer a detailed construction schedule that shall clearly indicate the sequential procedure of work proposed to be followed to complete the work as required by the contract documents. In preparing the construction schedule, the Contractor shall follow the required completion date, calendar days, or additional Special Provisions as specified relating to the construction schedule.

The construction schedule shall depict all work components and essential activities, the time required for the completion of each of the activities, and the sequence and interdependence of each of the activities in a project timetable which will translate each project day into an ordinary calendar day. The Contractor shall maintain the construction schedule and shall submit an updated schedule to the Engineer on a weekly, biweekly, or monthly basis as determined by the Engineer. No separate payment will be made to the Contractor for the creation and maintenance of the construction schedule.

The Contractor shall provide construction related information in a format consisting of an E-mail, letter, or fax acceptable to the Engineer. The Contractor shall assume that this information shall be provided on a weekly basis during construction and may change to a shorter time frame based on construction activity changes or a longer time frame based on construction inactivity. The Engineer shall determine the time frame and format to be provided by the Contractor.

TERMS OF CONTRACT

Upon award, the term of this Contract shall be in full force to the right of the VILLAGE OF OSWEGO (hereafter Village) to cancel and terminate the same at any time by giving a 30-day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be

entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of such cancellation but will not be entitled to receive any damages on account of such or any further payment whatsoever.

CHANGES IN SCOPE OF WORK

The Village reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

Refer to Article 104.02 of the Standard Specifications for further details.

LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, including cleaning up, to the point of final acceptance of the work by the Engineer within the time specified in the Contract Documents for the Date of Completion and/or Date(s) of Substantial Completion, and agreed upon by the Contractor by accepting the Contract, or within such extra time as may be allowed in accordance with the Contract Documents, there shall be deducted from any monies due the Contractor, or that may become due the Contractor, the sum(s) of \$750.00 per day for each and every calendar day, including Sundays and holidays, that the work remains uncompleted.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the Village from the Contractor by reason of inconvenience to the public, added cost of supervision, and other items which may have caused an expenditure of funds resulting from his failure to complete the work within the time specified.

The Village shall charge the Contractor and may deduct from partial and final payments for the project, for all Engineering and Inspection expenses incurred by the Village in connection with any work accomplished after the Date of Completion specified in the Contract Documents.

Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Village of any of its rights under the Contract.

UTILITY LOCATION

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours before commencing construction for utility locations within the scope of the project. It is recommended that the Contractor conduct a joint utility meet. It is the responsibility of the Contractor to contact all agencies who may or may not be part of the JULIE system to verify the location of their facilities.

The Village does not guarantee the accuracy or completeness of this information. The Contractor shall make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The Contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between existing utilities and the proposed improvements. If the Contractor encounters a conflict between the proposed improvements and existing utility that was not located in advance by the Contractor, then the Contractor shall, at no cost to the Village, relocate the proposed improvements and/or the utility to avoid the conflict.

The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these companies of any and all services or facilities owned or operated by them within the limits of this improvement.

Before doing any work which will damage, disturb, or leave unsupported or unprotected any utility lines, or appurtenances encountered, the Contractor shall notify the respective Owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers, and other appurtenances which the Owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and appurtenances which are abandoned by the Owner shall be removed and disposed of by the Contractor.

No extra compensation will be allowed to the Contractor for any expense incurred by complying with these requirements or because of delays, inconvenience, or interruptions in his work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services. The Contractor shall be responsible for prompt and timely removal, relocation,

reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of his own work with that of these companies to end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

CONSTRUCTION OPERATIONS

In order to minimize the effect of construction noise on the area surrounding the improvement, the Contractor and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

- All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.
- Construction operations shall be confined to the daylight hours between 6:00 AM and 8:00 PM Monday through Friday, between 7:00 AM and 6:00 PM on Saturday, and between 9:00 AM and 5:00 PM on Sunday. No work of any kind shall be done on Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature. If the Contractor requires additional time to complete a portion of the work on any given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive the approval of the Engineer.
- The Contractor shall take all precautions necessary to protect the general public and his employees from hazardous locations that might occur within the limits of the improvements. **The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.**
- It shall be the Contractor's responsibility to protect open cut trenches as may be required by OSHA, Illinois Department of Labor, State, or Federal Law. Trenches in pavements or near improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after backfilling has been completed to such an elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of 3 feet below the established street grade. The cost of furnishing, placing, and removing sheeting and/or bracing shall be incidental to construction and included in the contract unit price for the work being done.
- The Contractor shall schedule and conduct his operations so that the closure time of existing driveways along the route of the improvement is kept to a minimum. All homeowners shall be given a minimum 24 hours written notice prior to initial removal of

their driveway apron. The Contractor shall make every effort to keep driveways open including temporary grading and placement of gravel.

- Beginning on the date that the Contractor begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. Traffic control and protection for this work will be provided by the Contractor as required by the Engineer. The work involved in maintaining the existing pavement and shoulders will not be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provision.
- If items of work have not been provided for in the Contract, or are not otherwise specified for payment, such items will be paid for in accordance with Article 109.04 of the Standard Specifications.

MOBILIZATION

Mobilization shall be according to Section 671 of the Standard Specifications except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. Mobilization will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.”

INSPECTION

All phases of the improvements will be subject to inspection by representatives of the Village's Engineering and Public Works Department, or Village authorized Consulting Engineer. Projects will not be accepted by the Village without the final approval of the Village 's Engineering and Public Works Department.

The Contractor shall be bound by these specifications and by all Village ordinances and codes.

TRAFFIC CONTROL AND PROTECTION

The traffic control and protection for this project shall be performed in accordance with the included traffic control plans and Sections 701 Traffic Control and 702 Traffic Control Devices of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction," latest edition and the requirements stated herein. The number, type, color, size

and placement of all traffic control devices shall be according to the Illinois Department of Transportation's "Manual on the Uniform Traffic Control Devices for Streets and Highways" and the Illinois Department of Transportation's "Quality Standard for Work Zone Traffic Control Devices." The Contractor shall provide all coordination with the Village for this item.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, Section 701 of the Standard Specifications, and the following Highway Standards latest version:

- 701006: Off-Road Operations, 2L, 2W, 15' to 24" From Pavement Edge
- 701501: Urban Lane Closure, 2L, 2W, Undivided
- 701701: Urban Lane Closure, Multilane Intersection
- 701801: Sidewalk, Corner or Crosswalk Closure
- 701901: Traffic Control Devices
- 704001: Temporary Concrete Barrier
- 782006: Guardrail and Barrier Wall Reflector Mounting
- B.L.R. 21-9: Typical Application of Traffic Control Devices on Rural Local Highways

Forty-eight (48) hours prior to closing of a traffic lane, the Contractor shall notify responsible municipal and county authorities and obtain all permits (if required) and then comply with all regulations for erecting barricades and warning signs and maintain them during the execution of the work.

Traffic control and safety shall be as specified under Section 648 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction in Illinois," latest edition.

Contractor shall provide a Traffic Control Plan for approval by the Village as part of the submittals.

The Contractor shall provide names and phone numbers of the individuals who can be contacted on a twenty-four (24) hour basis to handle barricading or other problems relating to the construction activity. These emergency response persons shall be capable of responding within 1 hour after notification by the Owner. If there has been no response within 1 hour after notification, the Village will respond at a cost of \$100.00 per hour (minimum charge of two hours plus materials). This charge will be deducted from payments to the Contractor.

At all times during which men/women are working where two-way traffic is to be maintained over one lane of pavement, the Contractor shall furnish certified flagmen to protect his workmen

and to warn and direct traffic. Two flagmen will be required for each separate operation. Barricades used for channelization or delineation and warning signs shall be sequentially placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones. The signs shall remain erected until such time as all traffic control devices have been removed from the pavement.

Vehicular access to all private driveways and all local streets shall be maintained throughout the Contract. All homeowners shall have access to their driveways each evening, except during concrete driveway paving and concrete sidewalk construction across a driveway. Contractor is to be aware of residents with special needs and provide accommodation accordingly.

If Contractor's work is anticipated to obstruct access to a facility, Contractor is responsible for notifying the affected property 48 hours in advance.

This work shall be considered incidental to the Contract and shall not be compensated for separately.

HOLIDAYS

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, after 12 p.m.
Christmas Day	

MAINTENANCE GUARANTEE

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that the work is in accordance with the Contract Documents and will not be defective. This warranty shall guarantee this work for a period of one year from the date of acceptance of the work and final payment by the Village.

The Contractor shall furnish a warranty bond in an amount equal to ten percent (10%) of the contract amount, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If within the guarantee period, any work is found to be defective, as determined by the Village, the Contractor shall promptly and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the Special Provisions for the items in question.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

RESPONSIBILITY FOR VANDALISM

The contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the contractor at Contractor's own expense.

SHOP DRAWINGS AND SUBMITTALS

Prior to fabrication of materials, the Contractor shall submit shop drawings of the materials to the Engineer for review. Shop drawings shall consist of complete descriptive literature on the materials including all pertinent dimensions, material specifications, and data. Prior to submitting shop drawings to the Engineer, the Contractor shall first review the shop drawings and make corrections or revisions which are appropriate. The Contractor shall always be required to maintain a complete set of shop drawings on the job site while work is in progress and shall make them available to the Engineer upon request.

Provide complete copies of required submittals and deliver to the Engineer as follows:

1. Construction progress schedule: (1) electronic copy
 - a. Initial work schedule
 - b. Revisions to work schedule
2. Pre-construction surface televising: (1) electronic copy
3. Material Data Sheet Submittals: (1) electronic copy. All materials data sheets are to be submitted to the Engineer and approved before rehabilitation can proceed.
 - a. Liner Design Work Sheets.
 - b. Liner End Seals Data Sheet.
4. Pre & Post construction internal television inspection: Two (2) External USB powered hard drives containing:
 - a. Digital video files (MPEG format)
 - b. PDFs of digital reports

- c. PACP export Digital database with observation data
- d. Master spreadsheet with hyperlinks to video and PDF reports
5. One set of "red-line" field changes on construction plans.
6. Typical set-up for flow bypassing.
7. Other required submittals: (1) electronic copy if required for review or record

This is a non-exhaustive list. The Contractor shall provide all shop drawings that are required in the specifications.

CLEAN UP

The cost of cleanup operations shall be spread evenly through the bid items on the proposal. Clean up shall consist of removing all debris from the job site, and removal of all excess dirt, pipe pieces, CIPP liners, lumber scraps, paper cups, etc., left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations are completed.

WATER USAGE

The Village ordinance states the following regarding water usage. Each user of water from Village fire hydrants, there shall be charges assessed as follows:

1. Deposit: One hundred fifty dollars (\$150.00) for the use of a one inch (1") Village hydrant meter. Seven hundred dollars (\$700.00) for the use of a three inch (3") Village hydrant meter.
2. Water Usage Charge: The charge for water usage shall be twice the amount of the normal Village of Oswego water rate per one hundred (100) cubic feet that is charged to regular water customers.

It is the responsibility of the Contractor to find out from the Owner any project specific information regarding the water meter rental, reporting, billing, and expense information. Before the issuance of a meter, the Contractor may be required to have their water vehicle inspected and tested by the Owner. The Contractor's vehicle must have a fixed air gap, or one fabricated, in order to pass inspection. The Owner must be contacted in order to schedule this inspection. Only hydrant wrenches approved by the Owner shall be used when securing water from hydrants.

The location of approved hydrants to be accessed for water usage will be determined by the Owner. The Contractor must contact the Owner in order to determine the closest approved hydrant to the project site. Under no circumstance shall water be obtained from an unapproved

hydrant or facility without the Owner's consent. Determination of available hydrants is encouraged before bidding. The cost to comply with these restrictions shall be at no additional expense to the Owner or contract.

The Contractor shall be held responsible for all damages to the water system and appurtenances during its use including and not limited to water pipes, valves, hydrants, water meters, public and private property. The Owner will return a meter deposit upon the return of the water meter in satisfactory condition. The Owner will not make final payment until the water meter has been returned in satisfactory condition.

SEWER FLOW CONTROL

This work shall include control of sanitary sewer flow during closed circuit television (CCTV) inspection, sewer cleaning operations, manhole rehabilitation, manhole installation and all other sewer maintenance, inspection or construction activities. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building or property. The Contractor shall be solely liable for property damages that result from the work being performed.

During sewer cleaning operations, only 25% of the internal pipe diameter flow or "limited sewage flow" is acceptable. Flows shall be reduced by plugging, blocking, manually operating pump stations or bypass pumping. During sewer televising operations, NASSCO Standards must be followed and only 5% of the internal pipe diameter flow is acceptable. During manhole installation, manhole rehabilitation and point repairs, no flows will be allowed.

Since complete stoppage or bypassing of flow may be required during installation of new sewers, point repairs and manhole rehabilitation work, the Contractor may be required to submit drawings and complete design data showing methods and equipment to be utilized in bypass and dewatering operations. The bypass plan shall include the following information:

1. Location of temporary sewer plugs and bypass discharge lines indicated on plans
2. Capacities of pumps, prime movers, and standby equipment
3. Type of standby power source
4. Traffic control plan

The Contractor shall indicate where and when flow bypassing is anticipated and provide a typical set-up as a submittal. When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall have enough capacity to handle existing flow plus additional higher flows that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation.

The Contractor shall equip all engines with mufflers and/or enclose to keep noise level less than 50 decibels, or 10 decibels above ambient noise levels when measured at building closest to noise source.

The Contractor shall maintain enough labor, equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems including the following:

1. Always keep standby pumps fueled and operational.
2. Maintain on site enough valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system, as necessary.
3. Provide piping, joints and accessories designed to withstand at least twice the maximum system pressure or 50 psi (345 kPa), whichever is greater.

In areas where flows are bypassed, all discharge flow shall be returned to the sanitary sewer. No bypassing to ground surface, receiving waters, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify IEPA, and take all necessary actions to clean up and disinfect spillage to satisfaction of the Engineer.

During plugging or bypass pumping operations the Contractor shall utilize sewer plugs specifically designed so that all or any portion of sewage can be released. During sewer flow control operations, reduce flow to comply with requirements as describe above. After cleaning, inspection, installation or rehabilitation work has been completed, restore the flow to normal. All plugging, bypass pumping and sewer flow control operations shall be considered incidental to the Contract and shall not be compensated for separately.

The Lift Station will have to be shut down during lining (installation & curing, but not for reinstatement of laterals) and coordination with the Village will be necessary. An On-Call Vacuum Truck shall be on standby during lining operations in case a bypass of flow is necessary.

Basis of Payment. The cost of sewer flow control will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and additional compensation will not be allowed.

DATE OF MANUFACTURE

All manufactured materials furnished under this contract, including, but not limited to, pipe, drainage and utility structures, castings, fire hydrants, valves, stops, and fittings, shall have been manufactured no earlier than one (1) year before the date of installation.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the contract plans, are approximate. Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or special provisions.

RESTORATION - GENERAL

All damage to lawns shall be restored with topsoil and seeding. All lawn restoration shall be considered incidental. To minimize damage to lawns, Contractor shall utilize Duramats or other means (protective pads) to buffer equipment traveling across private property. Any equipment required for construction work located on lawns must be rubber-tired or rubber-tracked vehicles only.

Any claims for additional work must be presented to the Engineer immediately. Failure of the Contractor to notify the Engineer will be reason to deny any claims for extra work.

All work covered under this contract is subject to inspection by the VILLAGE OF OSWEGO and the Engineer.

SEEDING

This work shall be according to Article 250 of the Standard Specifications and the following:

The work shall consist of seeding on all landscaped areas disturbed by construction as shown on the Plans or as directed by the Engineer. Any excessive or unnecessary damage to the parkway will be restored by the Contractor at his own expense. All areas designated to be seeded shall be prepared with application of 4" of topsoil. A seed mix Type 1 shall be used on all disturbed areas. A modified mixture for shade application shall be submitted to the Engineer for approval to be used at locations where directed by the Engineer.

The rate of application of the seed will be judged by the density of growth of the grass after germination has taken place. Areas in which the seed does not take root shall be re-seeded at no additional cost to the Village. It shall be the Contractor's responsibility to ensure the applied topsoil has proper nutrients to sustain growth of the grass. Any necessary applications of fertilizer to the topsoil shall be considered incidental. Installation of knitted straw blanket shall be considered incidental.

Basis of Payment. This work shall be considered incidental to the Contract and shall not be compensated for separately.

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SPECIAL PROVISIONS FOR CONTRACT ITEMS

This shall be a unit price contract and shall include all work mentioned in the Project's Plans and Specifications and any other work, not specifically mentioned, that is necessary for constructing the improvement in a skilled and professional manner. Any conflicts or omissions in the Plans or Specifications shall be brought to the attention of the Engineer. The Engineer's decision in resolving such matters shall be final. The Contractor shall in no manner take advantage of conflicts or omissions should they occur and it shall be the Contractor's responsibility to bring such components of the Contract to the attention of the Engineer so that they can be properly resolved.

The quantities bid upon in the Proposal are estimated quantities, except where an item is noted to be supplied "complete." The Contractor shall be paid for actual quantities, in place, as measured and agreed upon by the Engineer and Contractor. The Contractor shall be paid in full for items to be supplied "complete" when said item is finished, or at a percentage of the bid amount agreed upon by the Owner, Engineer and Contractor if the item is not complete.

ITEM #1: PRE-CONSTRUCTION CLEANING AND TELEVISIONING

Description. This section governs all work required for sewer cleaning and sewer inspection by closed circuit televising done in preparation for cured-in-place pipelining, grouting. Cleaning and televising shall be performed on the entire section of sewer between upstream and downstream manhole structures and shall be completed to the industry standard of 95% clean.

Notice to Residents. The Contractor shall provide and hang notices on doors of all residences and businesses with service lines connected to sewer mains to be cleaned. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Village shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.

Damage to Property. The Contractor shall be responsible to take all necessary precautions to prevent surcharging or other damage to private residences / businesses. Any damage to public or private property caused by the cleaning or televising operation shall be the sole responsibility of the Contractor. The Contractor shall be responsible for cleaning needed as the result of sewer backups caused by the jetting operation. any repairs, restoration, or cleaning that is necessitated by project shall be the sole responsibility of the Contractor.

Equipment. The Contractor is responsible to provide and maintain all industry-standard equipment required to complete the project. Each crew shall have a vacuum or jetter combination truck equipped with a high velocity gun for washing and scouring manholes and a TV truck capable of seating a minimum of 2 people including the Village and Engineer. For

easement work, the Contractor shall be required to have off-road equipment as necessary to access off-street sewer areas.

If any equipment gets stuck in the sewer and needs to be dug up, the Contractor is solely responsible for the cost of the dig, complete restoration and repair of sewer and any other costs associated with the retrieval of the equipment.

1. Hydraulic Sewer Cleaning Equipment Requirements:

- a. Hydraulic sewer cleaning equipment shall be the movable dam type constructed such that a portion of the dam may be collapsed during cleaning to prevent flooding of the sewer.
- b. The movable dam shall be the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease.
- c. The Contractor shall take special precautions against flooding prior to using sewer cleaning balls or other equipment that cannot be collapsed instantly.

2. High Velocity Hydro-Cleaning Equipment Requirements:

- a. A minimum of 700 feet of high-pressure hose.
- b. Two or more high velocity nozzles capable of producing a scouring action from 10 degrees to 45 degrees in all size lines to be cleaned.
- c. A high velocity gun for washing and scouring manhole walls and floor with the capability of producing flows from a fine spray to a long-distance solid stream.
- d. A 1,500-gallon minimum water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
- e. Equipment operating controls located above ground.
- f. Minimum working pressure of 1,000 pounds per square inch at a 50 gpm rate.

3. Mechanical Cleaning Equipment Requirements:

- a. Bucket Machines:
 - i. Furnish with buckets in pairs and with enough dragging power to perform the work efficiently.
 - ii. Use V-belts for power transmission or have an overload device. No direct drive machines will be permitted.
 - iii. Be equipped with a take up drum and a minimum of 500 feet of cable.
- b. Rodding Machines:
 - i. Either sectional or continuous.
 - ii. Hold a minimum of 750 feet of rod.

- iii. The rod shall be specifically heat-treated steel.
 - iv. The machine shall be fully enclosed and have an automatic safety throw out clutch or relief valve.
 - c. Lumberjack & Impact Cutters
 - i. Lumberjack high speed low torque multi-purpose cutters
 - ii. Speeds up to 50,000 rpm
 - iii. Paikert low-speed, high-torque auger cutter
4. Closed Circuit Television Equipment:
- a. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment necessary to the televising operation. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and pipe joint sealing and testing.
 - b. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions.
 - c. The TV camera shall have a rotating head with a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter and larger. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any questionable problem areas. The camera shall be zoom capable.
 - d. The TV camera shall be equipped with remote control devices to adjust the light intensity and at a minimum one thousand (1,000) feet of continuous cable shall be provided. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segments. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting.
 - e. For manholes that may be difficult to access or where lamp holes are present in the place of manholes, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.
 - f. The TV camera shall be able to provide a continuous image of no less than ninety-five percent (95%) of the internal pipe surface for sewers 8" through 48" in diameter. Maximum acceptable speed of camera through sewer shall be thirty (30) feet per minute.
 - g. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution color video picture.

- h. Electronic media shall visually display and include a narrative noting:
 - i. Date, time of day, and depth of flow.
 - ii. Sewer segment number "from manhole to manhole".
 - iii. Distance from upstream manhole.
 - iv. Locations of service connections into sewer.
 - v. Location of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition and distance in feet from the upstream manhole centerline.
- i. The remote reading footage counter shall be accurate to two-tenths of a foot over the length of the section being inspected and shall be mounted over the television monitor.
- j. Digital images should be provided in the common format accessible by Windows Media Player or approved equal.

Sewer Cleaning. The sewer manhole sections designated for sewer cleaning shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the sewer lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. Sewer cleaning shall consist of root cutting, removal of dirt, grease, rocks, sand and other materials and obstructions from sewer lines and manhole troughs. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set on the other manhole and cleaning again attempted.

The Contractor shall perform all work in accordance with the latest OSHA confined space entry regulations.

Satisfactory precautions shall be taken to protect the sewer segments and sewer manholes from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer segment are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the sewer segment involved.

When hydraulic or high velocity cleaning equipment is used, a suitable sand trap, weir, or dam shall be constructed in the downstream manhole in such a manner that all solids and debris are trapped and removed, thereby preventing such material from passing into the next sewer segment.

If conditions such as broken pipe and major blockages are encountered that prevent cleaning from being accomplished or where damage would result if cleaning were attempted or

continued, the Contractor shall immediately notify the Engineer. The Engineer shall be notified of any conditions which warrant termination of cleaning activities.

Heavy Cleaning: Heavy cleaning shall be required where it has been determined that large deposits of debris remain in the sewer lines and complete cleaning of the segment would require more than the industry standard three (3) passes through the line with high pressure water jetting equipment. The heavy cleaning equipment to be used shall facilitate the removal of such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. The pipe must be free flowing with no obstructions, in order to permit a thorough and complete examination of the condition of the sewer through internal closed-circuit color television inspection.

Bucket machines, rodding machines, lumberjacks, augers and 120 gpm or higher hydro jetting equipment can be utilized in this heavy-duty cleaning. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable be used so that breakage will not occur hanging the cleaning equipment up within the sewer lines. No debris shall be allowed to pass into downstream segments during the cleaning operation.

The video inspection must begin before the heavy cleaning takes place, in order to get visual confirmation of the initial pipe condition.

Heavy cleaning will be considered incidental to this Contract item and will not be paid for separately.

Root cutting. Root cutting shall be required where it has been determined that root growth is substantial and cutting would be required to facilitate a thorough and complete examination of the condition of the sewer through internal closed-circuit color television inspection.

The root cutting tools shall be the industry standard concave saws, flat saws, water blasters or chain knockers and shall be carefully selected to ensure no damage is caused to the sewer main or any portion of the lateral including protruding laterals. Extreme caution should be taken when operating root cutters in the sewer and a video inspection shall always be on the root cutter to ensure damage is not caused from root cutting.

Root cutting will be considered incidental to the Contract and will not be paid for separately.

Debris Removal and Disposal. The Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation from the downstream manhole of the sewer segment being cleaned prior to beginning television inspection. Passing material from sewer segment to sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation are observed and/or detected, as passing to downstream sewer segment(s), the Contractor shall clean such sewer segment(s) at no additional cost.

Debris catchers or baskets will be required to be set in the channel of the downstream manhole during all cleaning operations. Additionally, a "Vactor" or similar vacuum truck must be onsite during all cleaning operations and will be required to be setup on the downstream manhole to pull debris out of the sewer during all cleaning operations. As the sewer jet or other cleaning equipment is in use, the vacuum equipment shall be running in order to prevent debris from moving further downstream. The use of the vacuum truck does not constitute heavy cleaning.

When bucket machines are being used, a suitable container shall be provided to receive the materials dumped from the buckets. The Contractor at his discretion may use an approved container (roll off) for the storage of debris removed from the line segments. All material resulting from the cleaning operations shall be removed from the site when the container has reached 1/2 of its volume, or at least once each working day and disposed of at the permitted disposal site.

Disposal of all sewer debris shall be the responsibility of the Contractor and shall be done in accordance with the Illinois Environmental Protection Agency (IEPA) and all other regulating agencies. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary, combined sewer manholes or otherwise improperly disposed. Improper disposal of sewage or solids removed from the sewers may subject the Contractor to fines imposed by the Village. In addition, the Contractor may be subject to civil and/or criminal penalties for improper disposal under the law. Removal and disposal of all sewer debris shall be incidental to the contract and will not be paid for separately.

Internal Closed-Circuit TV Inspection. The Inspection of sewer lines by CCTV shall be performed on all lines prior to and after all rehabilitation work by trained experienced PACP certified personnel. The Contractor shall take all necessary measures to televise the internal surface of each sewer segment in its entirety.

The Contractor shall furnish all labor, electronic equipment and technicians schooled and licensed in PACP with latest format, to perform the closed-circuit television inspection of the sewers. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio, controlling the movement of the television camera through the sewer in either direction one segment at a time.

The video operator(s) shall be Pipeline Assessment Certification Program (PACP) certified by the National Association of Sewer Service Companies (NASSCO) and will be required to show proof of PACP ID or certification before performing work on this project. Certification dates must be current including renewal every three years. Operators with expired PACP ID numbers will not be allowed to work on the project until they have undergone the renewal process. The Contractor shall provide copies of each equipment operator's Certification Number at the preconstruction conference.

The Contractor shall begin each inspection with an onscreen written and verbal explanation of the project name, a detailed description of the location, the manhole to manhole segment, the

direction of flow, the direction of camera setup and date. The depth (rim-invert) measurement of each manhole shall be recorded on the PDF report as well. A continuous footage counter shall be provided during the entire inspection and shall be used to accurately record the locations of defects, connections, or objects in the pipe. The counter shall be accurate to two tenths of a foot. Maintain verbal commentary to identify any item that is called out on the report.

All inspections shall begin and end in the center of the manhole. The start of the video shall NOT begin already in the pipe segment. At the end of each inspection, the Contractor shall pan the camera around the ending manhole to get a view of what it looks like for identification purposes as well as documenting all incoming pipes.

The camera shall be moved through the line in either direction at a uniform rate of no more than 30 feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. The Contractor shall take all necessary measures to televise 95% of the internal surface of each sewer segment in its entirety. If dewatering with the jet truck is required to see 95% of the pipe, this shall be done at no additional charge to the Village. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting.

If any obstruction in the sewer segment such as a protruding building lateral prohibits the passage of the television camera, the Contractor shall attempt to inspect the remainder of the sewer segments by making a reverse set up at the next downstream manhole. No additional payment shall be made for reverse setups.

All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the Engineer by the Contractor referencing the location and nature of the obstruction.

The Contractor shall be responsible for any damage to public or private property resulting from his/her televising activities and shall repair or otherwise make whole such damage at no cost to the Village.

Digital Video & Report Deliverables. Electronic media of all sections shall be provided to the Village together with the respective television inspection reports. TV reports shall legibly show the location of each point of significance in relation to an identified manhole. Points of significance are, but not limited to the following: private service connections, unusual conditions, roots, storm sewer connections, sags, grease, broken pipe, presence of scale and corrosion, structural failures and other discernable features.

The Contractor shall provide a color digital video of all pipeline segments in “.mpeg” format on two (2) external hard drives with USB 2.0 connections. Each video shall be named according to the “upstream manhole number – downstream number.mpg” format. For example, a pipe segment video with an upstream manhole of 12345 and downstream manhole 67890 would be

named "12345 - 67890.mpg". Separate MPEG files and PDF reports shall be created for each manhole to manhole pipe segment inspected.

Video recordings shall be one file per sewer line section and shall be included on the external hard drives submitted. Total drives submitted for final acceptance at the end of the project shall be two (2).

The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location) and within the digital recording (video frame location) for each defect or observation. The use of time codes for defect location shall NOT be deemed equivalent or acceptable. The digital recording and inspection data is to be cross-referenced for instant access to any point of interest within the digital recording. The inspection information shall include the digital recording of video and audio, segment identification information (starting manhole, date, time, etc.) including a pointer from each observation to the digital recording (video frame number), and any accompanying digital still images (JPEG or BMP).

Any out-of-focus video recordings, or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time. Inspections shall be performed using NASSCO's PACP Version 6.0 or later. The sewer pipe video inspection reports must be saved with the PACP overview report.

Audio and video observation documentation is to be provided in the most up-to-date form of a NASSCO PACP coding methodology database. The PACP data base shall include all header information as well as any observations recorded. Links to the videos and the ".pdf" format of the reports shall be included within the data base. This data base shall be updated monthly and shall contain every observation from the beginning of the project through current delivery date.

The deliverable video files shall be full-color, high-resolution, and shall include all pipe surfaces above the water line. At each lateral and connected service line, the camera shall stop, rotate, and record a clear image of the lateral or service line to determine condition and if it is active or inactive. The inspection and database shall be fully compatible with PACP latest format (V7.0).

Contractor shall record inspection in a PACP format. Video recordings and inspection shall visually display and include a narrative noting:

- a. Date, time of day, and depth of flow
- b. Sewer segment number "from manhole to manhole"
- c. Direction of Flow
- d. Distance from upstream manhole
- e. Locations of service connections into sewer
- f. All other information encountered during the inspection i.e. obstructions, structural defects, leakage, sags, collapses etc.

The television inspection reports shall be provided both electronically in Adobe Acrobat Reader “.pdf” format as well as two bound hardcopies of the printed paper report. The file naming format shall follow a similar format to the video naming format. Each inspection report shall be named according to the “upstream manhole number – downstream manhole number.pdf” format. For example, a pipe segment with an upstream manhole of 12345 and downstream manhole 67890 would be named “12345 - 67890.pdf”.

The final report files, in paper and electronic “.pdf” formats, shall include a still shot image of every observation. These detailed reports shall include the following information at a minimum:

- Project Name
- System Owner Name
- Survey Customer Name
- Contractor Name, Phone Number & Address
- Surveyor’s Name & PACP Certification Number
- Date and Time of Televising
- Location (Street Name and Number)
- Address (nearest to each manhole)
- Pipe Segment ID Number
- Upstream Manhole Number & Downstream Manhole Number
- Manhole Depth
- Segment Length
- Joint Length
- Pipe Material
- Pipe Height (and Width if not Circular)
- Total Pipe Length
- Total Length Surveyed
- Tape/Media Number
- Pre-Cleaning / Cleaning method
- Pipe condition observations (i.e. grease, roots, deposits, cracks, fractures, sags voids etc.)
- Location of all service connections (description of active vs. inactive)
- Location of all manholes
- NASSCO – Structural, O&M and Overall Ratings

Measurement. The Contractor shall measure from center of upstream manhole to center of downstream manhole.

Basis of Payment. Sewer cleaning and television inspection in preparation for cured-in-place pipelining shall be paid for at the Contract Unit Price per Linear Foot for PRE-CONSTRUCTION CLEANING AND TELEVISIONING.

ITEMS #2 THRU #6: CURED-IN-PLACE SEWER LINER AND INTERNAL SERVICE LATERAL REINSTATEMENT

Description. This work shall include the repair of defective sewer by the installation of a resin impregnated flexible felt tube in all segments as shown on the plans. The tube shall be saturated with a thermosetting resin and installed into the existing sewer using an inversion process. Curing shall be accomplished by circulating hot water or steam to cure the resin into a hard impermeable cured-in-place pipe. When cured, the liner shall be a continuous, tight fitting, and watertight pipe-within-a-pipe.

This specification references American Society for Testing and Materials (ASTM) standard specifications, Insituform of North America, Inc. (INA), and Inliner USA, Inc., or the Village approved equal, manufacturer's standards which are made a part hereof by such reference and shall be the latest edition and revision thereof.

Materials. The Tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.

The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. The tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the required finish wall thickness. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.

Any plastic film (including polyethylene, polyurethane, and polypropylene layers) applied to the tube on what will become the interior wall of the finished Cured-In-Place Pipe (CIPP) shall be compatible with the resin system used, translucent enough that the resin is clearly visible, firmly bonded to the felt material, and shall be capable of withstanding installation pressures and curing temperatures.

The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project. The manufacturer shall be Insituform, Inliner USA, National Liner or an approved equal.

Sizing of the Liner. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the sewer to be lined. Allowance for circumferential stretching of the liner during insertion shall be made as per manufacturer's standards. The length of the liner shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal the liner at the inlet and outlet points. The Contractor shall verify the lengths in the field. Individual installation runs can be made over one or more access points as determined in the field by the Contractor and approved by the Engineer.

The liner thickness shall be based on the condition of the existing pipe which shall be classified as fully deteriorated pipe and structurally unsound. The liner shall be designed to withstand all imposed loads. The liner thickness shall have sufficient wall thickness to withstand the anticipated external pressures and loads which will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality. Liner thickness shall be based on the use of the standard flexible pipe equations, as detailed in ASTM F-1216 and shall account for the effects of ovality.

The design parameters to determine the liner thickness shall be as follows:

- Existing pipe fully deteriorated
- Safety Factor of 2
- Ovality: 5%
- Ground Water Table: ground water table at surface
- Soil Density: 120 lb./cu. ft.
- The following parameters will depend on locations and shall be determined specifically for each sewer segment to be lined: Depth to invert, Live Loads, Soil Modulus.
- For pipes up to and including 15" diameter: Minimum cured wall thickness of 6 mm (+/- 10%)
- For pipes 18" diameter and above: Minimum cured wall thickness of 7 mm

Structural Requirements. The materials properties of the finished CIPP shall meet or exceed the following structural standards

Minimum Physical Properties

Property	Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
M Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (Initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50 Yr.)	D790	125,000 psi	200,000 psi	150,000 psi
Tensile Strength	D638	3,000 psi	3,000 psi	4,000 psi

Execution. Installation shall be in accordance with standard practice for rehabilitation of existing pipelines and conduits and curing of a resin – impregnated tube ASTM F-1216. The Contractor may use either hot water or steam cure as deemed necessary for the installation, however specific installations may warrant the designation of a certain curing method and the Contractor is to allow for the installation using either technique.

The Contractor when required shall provide for the transfer of flow around the section or sections of pipe that are to be lined. The bypass shall be made by diversion of the flow at an existing upstream access point and pumping the flow into a downstream access point or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be approved in advance by the Village.

No lining will be permitted during periods of high flow.

Prior to any lining of designated sanitary sewer line segments, the Contractor shall remove internal deposits and roots as necessary to assure proper liner installation. Television inspection shall be performed to verify extent of damage, and location of service connections. Cleaning and inspection shall be in accordance with these specifications.

Public Notice. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off- line. The Contractor shall also provide the following:

- a. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.

- b. Personal contact and attempted written notice at least 48 hours prior to the beginning of work being conducted on the section of sewer relative to the residents affected.
- c. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

Flexible Liner Installation. The Contractor shall designate a location where the uncured resin in the original containers and the un-impregnated fiber felt tube will be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect the materials and procedure. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials shall be per manufacturer's standards to provide the lining thickness specified and shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall.

The wet out (inversion) fiber felt tube shall be inserted through an existing manhole or other approved access point. The manufacturer's standards shall be closely followed during the elevated curing temperatures so as not to over stress the felt fiber and cause damage or failure during the cure.

If the Contractor installs a shot through an existing manhole, it is the Village's intention for the Contractor to provide a liner through the manhole channel. The Contractor shall extend the liner to cover as much of the manhole channel as possible. The liner seam, along the manhole bottom, between bench and trough, shall be sealed with an epoxy compatible with CIPP resin.

The finished cured-in-place pipe shall be continuous over the entire length of the insertion run and be as free as commercially practicable from significant defects. Any defects which will affect, in the foreseeable future, or warranty period, the integrity, maintenance, or strength of the cured-in-place pipe, including foreign inclusions, dry spots, pinholes, delaminations, wrinkles, bubbles and blisters shall be repaired at Contractor's expense, in a manner mutually agreed upon by the Village and the Contractor.

End Seal. All pipes shall be fitted with a hydrophilic gasket, the "Insignia" as manufactured by LMK or approved equal, at both ends of each segment prior to installation of the liner. In addition, the liner shall be neatly cut at least 4-inches from the manhole wall to allow for filling of the annular space at the manhole opening with an epoxy resin compatible to CIPP. This epoxy resin filling, along with a hand brushed hydraulic cement topcoat, shall be applied at all manhole wall to CIPP joints to ensure a watertight seal at the manhole. The cost for this work shall be incidental to the cured-in-place pipelining.

Lateral Reinstatements. After the cured-in-place pipe has been cured, the Contractor shall reconnect the existing active branch or service lines for each property based on the pre-construction cleaning and televising. This shall be done without excavation and in the case of non-man entry pipes, from the interior of the pipelines by means of a television camera and a

remote cutting device that re-establishes them to not less than 90 percent capacity and not more than 100% of the internal diameter of the lateral pipe. The surface of the opening shall be wire brushed to remove extraneous material and provide a smooth edge at each lateral connection.

Testing. The Contractor shall prepare a sample for each installation of CIPP. The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the Laboratory for testing. All materials testing shall be performed at the Contractor's expense, by an independent third-party laboratory. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet-out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only. The Contractor shall be responsible for providing one data set for each week of installation (testing sample to be determined by the Engineer). If that data set does not meet the testing criteria, then all remaining samples for that week shall be tested for compliance and the liners not meeting the design criteria shall be rejected for payment and removed at the Contractor's expense.

Inspection. The post-installation television inspection shall be used to confirm tightness of fit of the CIPP to the host pipe and to identify any imperfections; the finished liner shall be continuous over its entire length and to be free from visual defects such as foreign inclusions, dry spots, pinholes, delaminations, wrinkles, bubbles and blisters. All defects discovered during the post- installation television inspection shall be corrected by the Contractor at no additional cost, prior to completion of work. After defects are corrected, the sewer shall be televised again to show effectiveness of repairs.

Post-construction televising shall be performed anytime on a segment after all rehabilitation work is completed on that segment and as described under the provision POST-CONSTRUCTION TELEVISIONING INSPECTION.

Basis of Payment. The work will be paid for at the Contract Unit Price per Linear Foot for CURED- IN-PLACE SEWER LINER of diameter specified. Measurement shall be made from face of upstream manhole to face of downstream manhole.

Internal service lateral reinstatements shall be paid for at the Contract Unit Price per Each for INTERNAL SERVICE LATERAL REINSTATEMENT.

ITEM #7: CUT PROTRUDING TAPS

Description. For break-in service connections that protrude into the sewer, the Contractor shall remove the protruding portion of the tap in preparation for cured-in-place pipelining, grouting or other rehabilitation work. Cutters used shall be power-driven cutting devices (lateral cutters) designed to remove protruding taps. Cutters shall be capable of slicing laterally through cast iron, 3/4" rebar and anchors, clay tile, and concrete protruding into sewer lines.

The Contractor shall cut protruding taps so that protrusions are no greater than 1/2 inch. While using a protruding tap cutter, slow RPM will cut more effectively than rapid RPM. The Contractor shall maintain a steady flow and RPM while cutting and shall hydro-flush cut and broken pieces out of the sewer before proceeding to the next protruding tap. The TV operator shall pan up the service before the tap is cut to show the existing conditions of the service. All tap cutting shall be performed during televising operations. After the tap is cut, the TV operator shall pan up the service to show the extents of the cutting. If a protruding tap cannot be removed by the cutting device, then the Engineer shall be notified to determine if a point repair will be necessary. Obtain authorization from the Engineer before proceeding.

Basis of Payment:

This work item shall be paid at the Contract Unit Price per Each for **CUT PROTRUDING TAPS** and shall include all material, and labor required. Protruding taps shall be cut with approved lateral cutters and shall not be cut with root saws. Any damages caused to the sewer main or sewer service lateral during tap cutting shall be the responsibility of the Contractor and shall be repaired at no additional expense to the Village.

ITEM #8: DYE TESTING OF SERVICES

Description. Only one active lateral reinstatement per property shall be allowed during cured-in-place pipelining unless otherwise approved in advance by the Village. Any properties with more than one lateral shall be identified during PRE-CONSTRUCTION CLEANING AND TELEVISIONING and shall be dye tested by the Contractor to verify active or abandoned connections to the sewer, prior to cured-in-place pipelining. This work includes contacting the homeowners, coordinating and performing the dye test, as well as video recording the test and presenting the findings to the Engineer and the Village. If the property cannot be dye tested, the Contractor shall laterally launch and locate the service from the mainline to determine if it is active or not. If a required dye test was unable to be completed and the Contractor must laterally launch from the mainline, the "Lateral Launch Services" will be paid for separately. Additional lateral connections with visible caps shall not warrant dye testing and shall be left closed without reinstatement.

In addition to dye testing properties with more than one lateral, the Contractor shall layout the locations of all services for any sewer segments that have more active lateral connections than number of houses on the same stretch. The Contractor shall utilize a measuring wheel or tape to

measure from the manhole and locate each service lateral point based on camera reel counter footage. This layout shall aid in confirmation that the correct service location is marked and being re-instated. The Contractor shall paint the location of services in an oil-based white paint for paved or non-paved areas. Layout of services shall be considered incidental.

All video, layout, dye test and other pertinent information shall be presented to the Engineer and the Village prior to cured-in-place pipelining. All dye testing and layout results shall be presented to the Engineer and the Village in a PDF document showing pipe segment layouts including notes and addresses for each service to verify results.

Basis of Payment:

All videos and PDF document layout information shall be provided to the Engineer and Village prior to payment.

This item of work shall be paid for at the Contract Unit Price per Each for **DYE TESTING OF SERVICES** and shall include all labor, materials, and equipment necessary to complete the work.

ITEMS #9: LATERAL LAUNCHING SERVICES

Description. In an instance where the Contractor is not able to contact the homeowner after a minimum of 3 attempts, or unable to gain access due to COVID-19 concerns, Contractor shall televise the lateral from the sewer main to the outside wall of the home, with prior approval of the Engineer. The work shall include attaching a sonde to the camera and tracking the location of the lateral connection on the ground surface using paint marking/flagging and providing detailed location sketches. This work shall also include a light cleaning of the lateral prior to testing. Contractor shall provide a LACP coded report and video.

Basis of Payment:

Lateral launch Services shall be paid for at the Contract Unit Price per Each for **LATERAL LAUNCH SERVICES** and shall include all labor and material including cleaning lateral, root cutting and removal/disposal of debris, mineral deposits, grease and sewerage solids, and submission of digital database prior to determining the active service.

**VILLAGE OF OSWEGO
2021 SANITARY SEWER REHABILITATION
PIPE LINING AND REINSTATED LATERALS SCHEDULE**

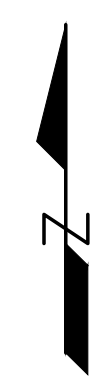
Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Location	Pipe Diameter (in.)	Pipe Material	GIS Length	Number of Live Services	Number of Capped Services	Number of Protruding Taps
77-EB015	77-EB012	S Adams St	8	VCP	359	5	5	
77-EB024	77-EB023	Washington St	8	VCP	270	4	5	
77-EB032	77-EB030	S Madison St	8	VCP	267	2	7	
77-EB230	77-EB017	S Main St	8	VCP	76	1	0	
77-EB233	77-EB230	S Main St	8	VCP	291	7	2	
78-EB113	77-EB107	E Tyler St	8	VCP	160	1	2	
96-EB194	97-EB193	Douglas St	8	VCP	275	6	1	
96-EB195	96-EB194	Douglas St	8	VCP/PVC	270	8	1	
97-EB158	97-EB157	Monroe St	8	VCP	286	6	0	
97-EB319	97-EB183	S Madison St	8	PVC/VCP	141	1	0	
97-EB184	97-EB319	S Madison St	8	PVC/VCP	132	1	0	
97-EB318	97-EB184	S Madison St	8	VCP	309	7	2	
97-EB185	97-EB318	S Madison St	8	VCP	220	6	2	
97-EB190	97-EB183	Douglas St	8	VCP	251	2	1	
97-EB192	97-EB190	Douglas St	8	VCP	399	5	0	
97-EB193	97-EB192	Douglas St	8	VCP	48	0	0	
78-EB036	78-EB034	Chicago Rd	12	VCP	327	7	3	1
77-EB030	77-EB029	W Jefferson St	15	PVC/VCP	299	7	9	
77-EB017	77-EB012	E Tyler St	18	VCP	308	2	9	
77-EB016	77-EB015	S Adams St	8	VCP	319	7	7	1
77-EB021	77-EB020	W Van Buren St	8	VCP	229	2	5	
77-EB027	77-EB026	W Jackson St	8	VCP	272	6	3	1
77-EB076	77-EB075	Washington St	8	VCP	265	4	3	
8" Total (Rounded):					4,840	81	46	2
12" Total (Rounded):					330	7	3	1
15" Total(Rounded):					300	7	9	-
18" Total(Rounded):					310	2	9	-
Total:					5,780	97	67	3

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APPENDIX C – ENGINEERING PLANS

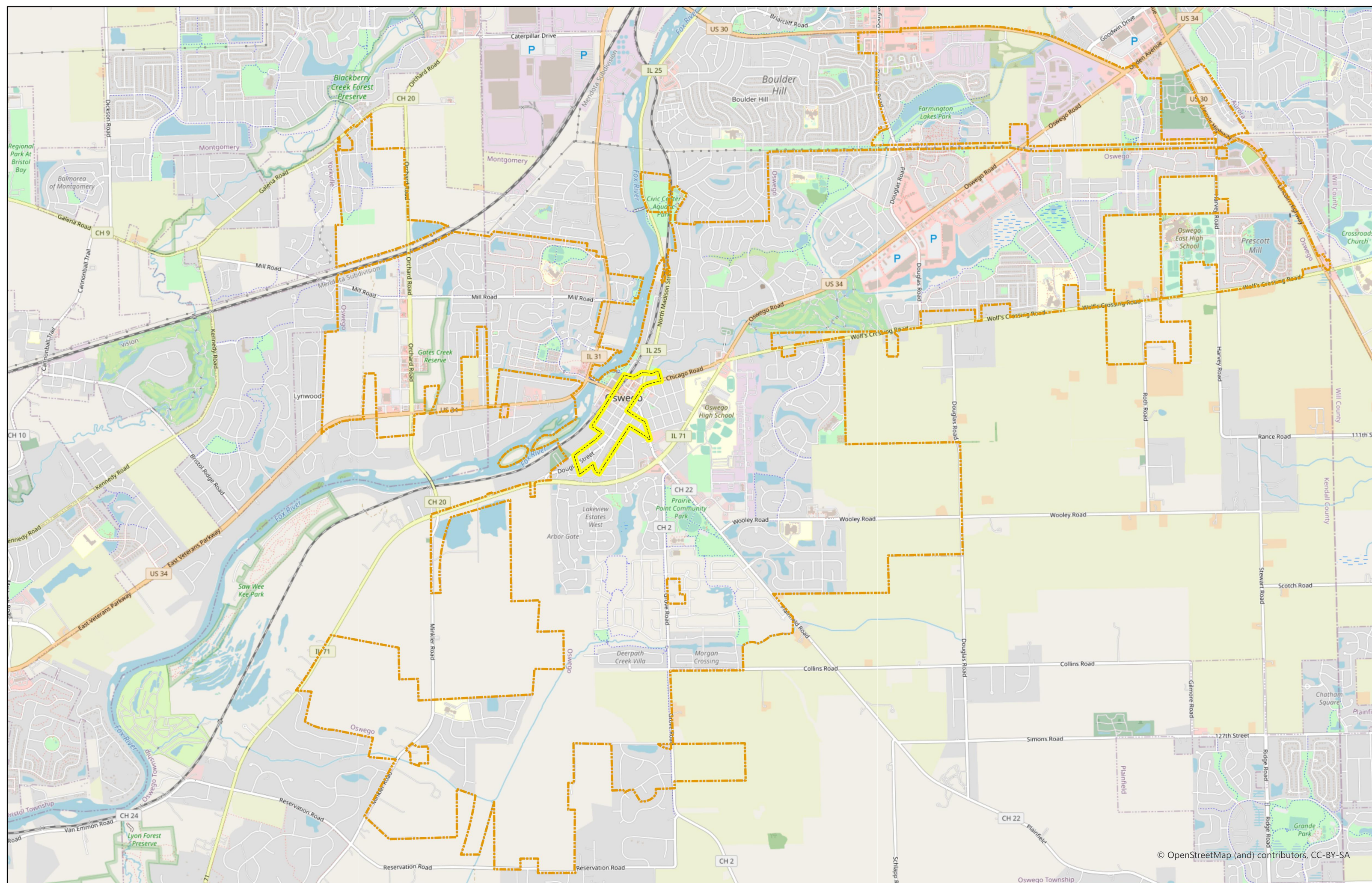


VILLAGE OF OSWEGO 2021 SANITARY SEWER REHABILITATION



INDEX OF SHEETS

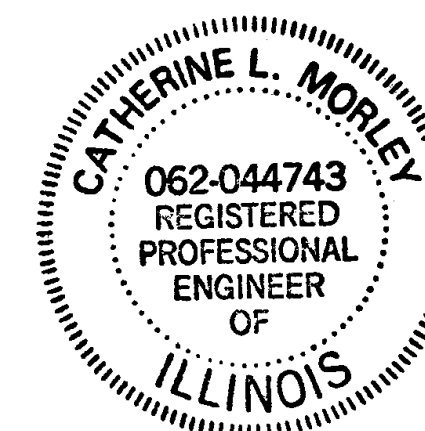
- 1 COVER
- 2 GENERAL NOTES & SOQ
- 3 CIPP LINING AREA 1
- 4 CIPP LINING AREA 2
- 5 CIPP LINING AREA 3
- 6 CIPP LINING AREA 4



AREA OF IMPROVEMENT

PROJECT LOCATION MAP

OCTOBER 2021



REGISTERED P.E., STATE OF ILLINOIS 11/30/2021
EXPIRES

Catherine L. Morley



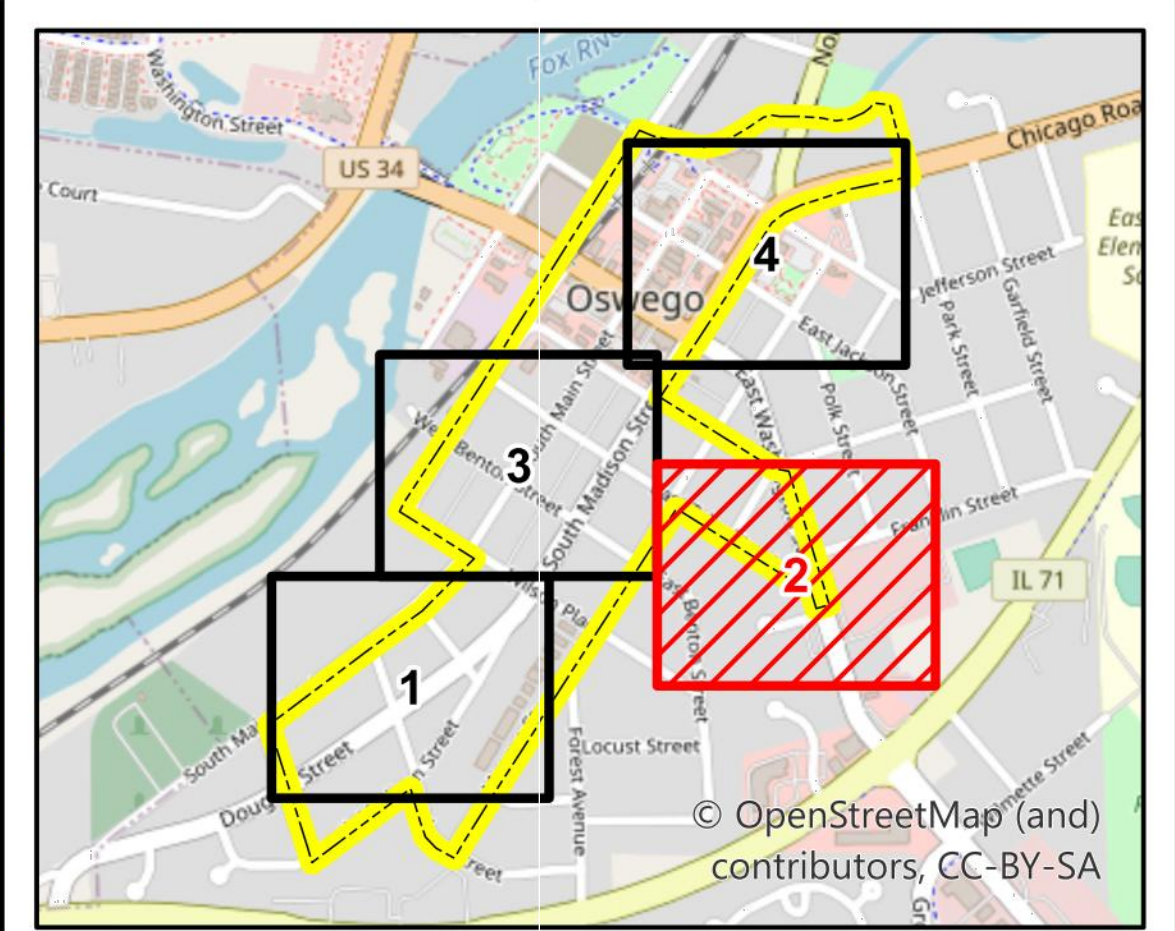
The Choice for Collection System Solutions

LICENSE # 062-069026
EXPIRES 11/30/2023

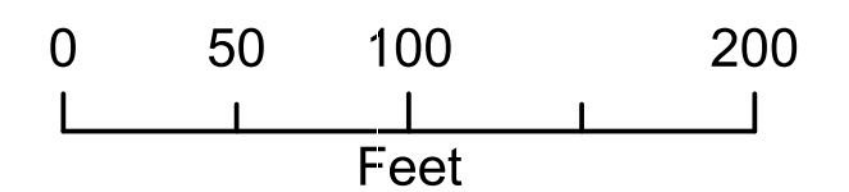
200 W. FRONT STREET
WHEATON, IL 60187

PLANS WILL NOT CONFORM TO STANDARD SCALES.

**FOR UNDERGROUND UTILITY LOCATIONS CALL
J.U.L.I.E. 1-800-892-0123**



- Sewer Manholes
- Gravity Main
- CIPP Lining
- 2021 CIPP Lining Area
- State Road



Village of Oswego, IL
 2021 Sewer Rehabilitation Design
 CIPP Lining - Area 2
 April 2021

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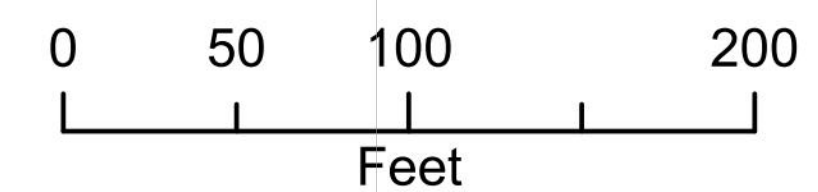
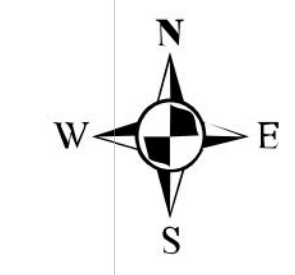
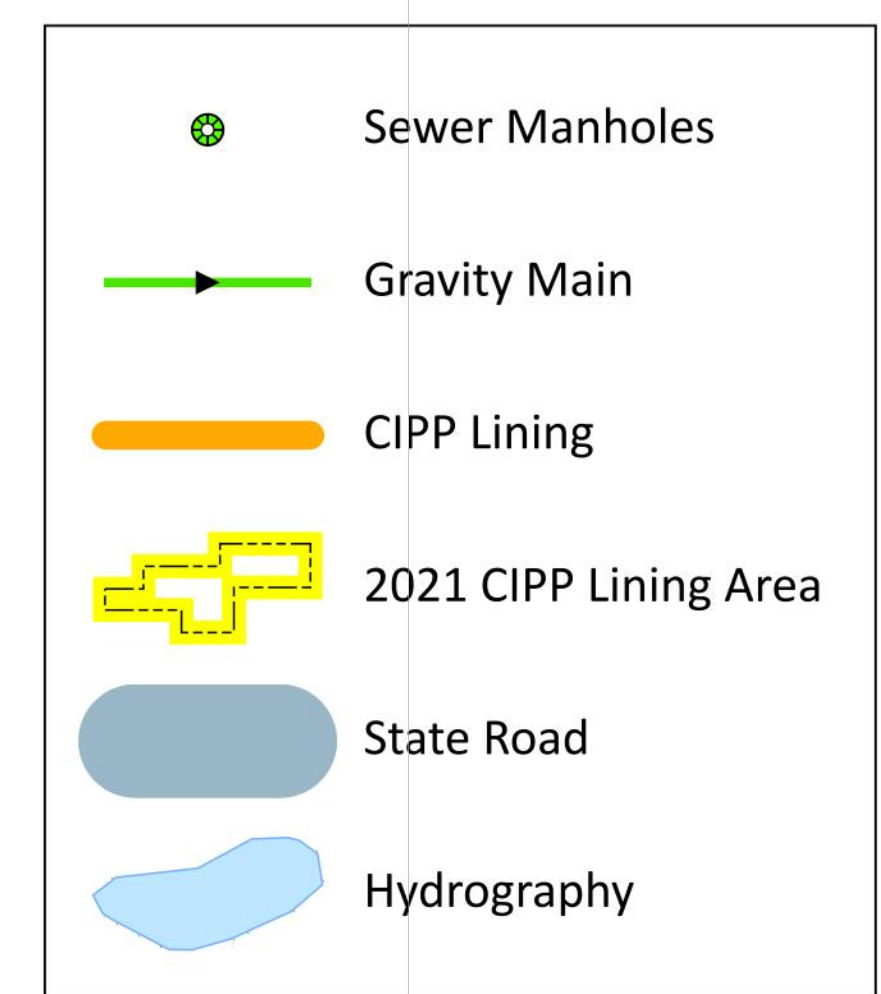
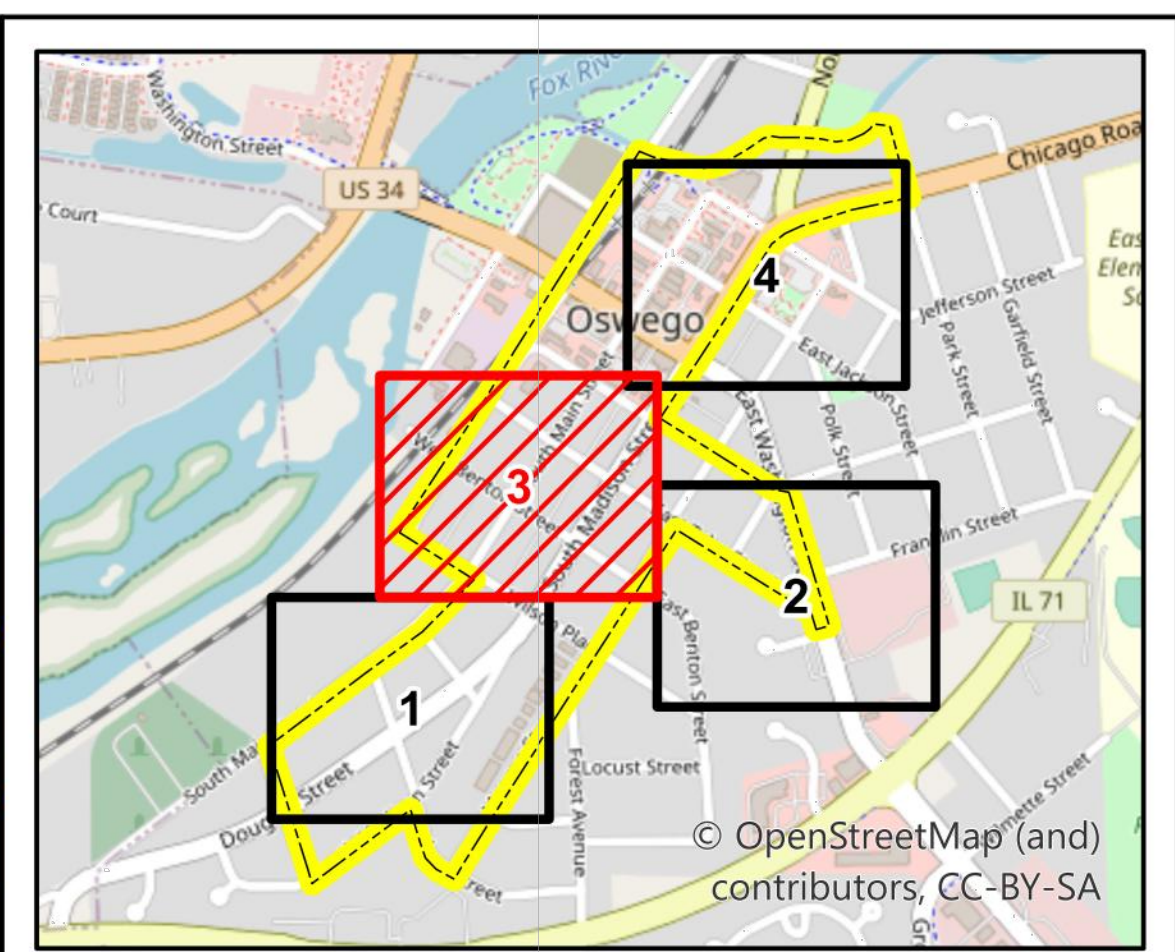
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DRAWN: ML	
CHECKED: CM	
DATE: MAY 2021	



2021 SANITARY SEWER
 REHABILITATION

CIPP LINING
 AREA 2

SCALES	COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:	KENDALL	6	4
VERTICAL:			
PROJECT NO. 11-3699-01			



Village of Oswego, IL
 2021 Sewer Rehabilitation Design
 CIPP Lining - Area 3
 May 2021

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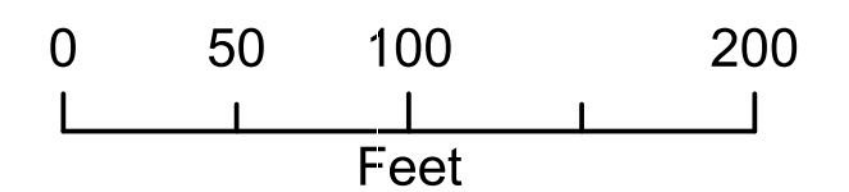
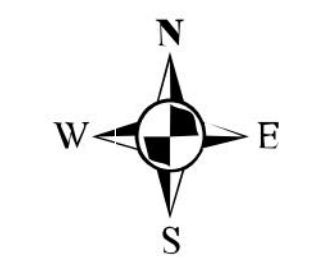
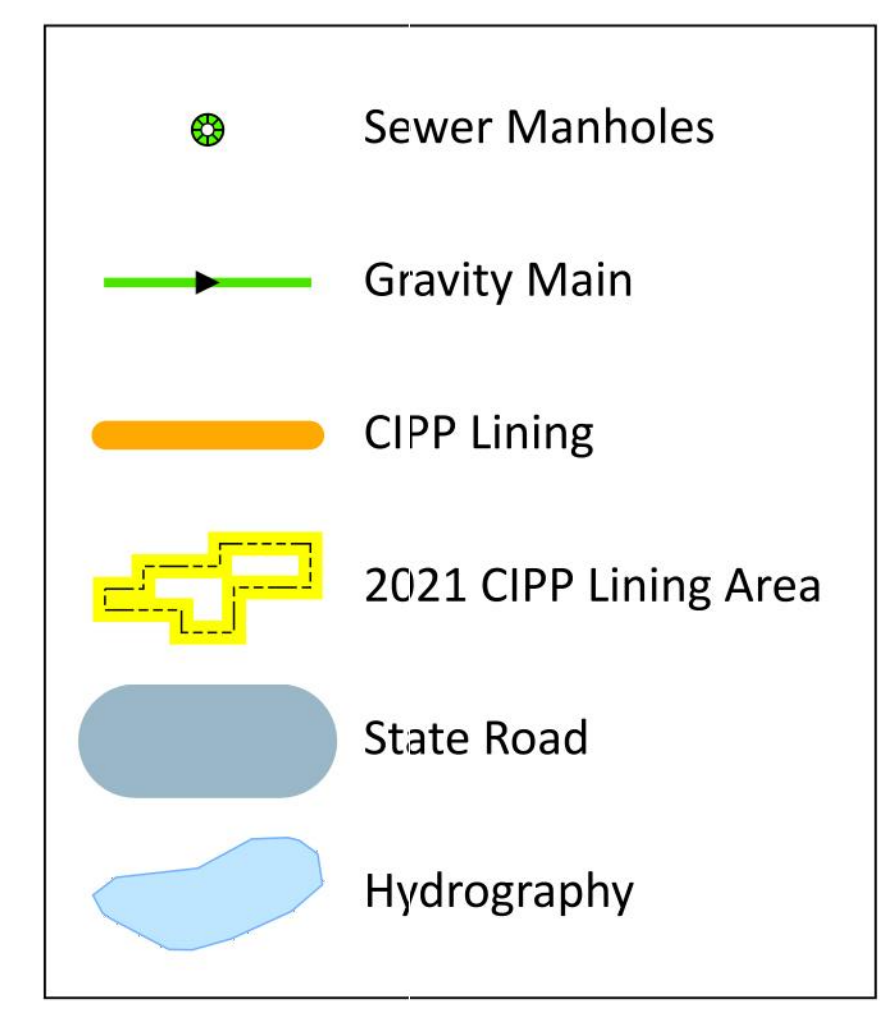
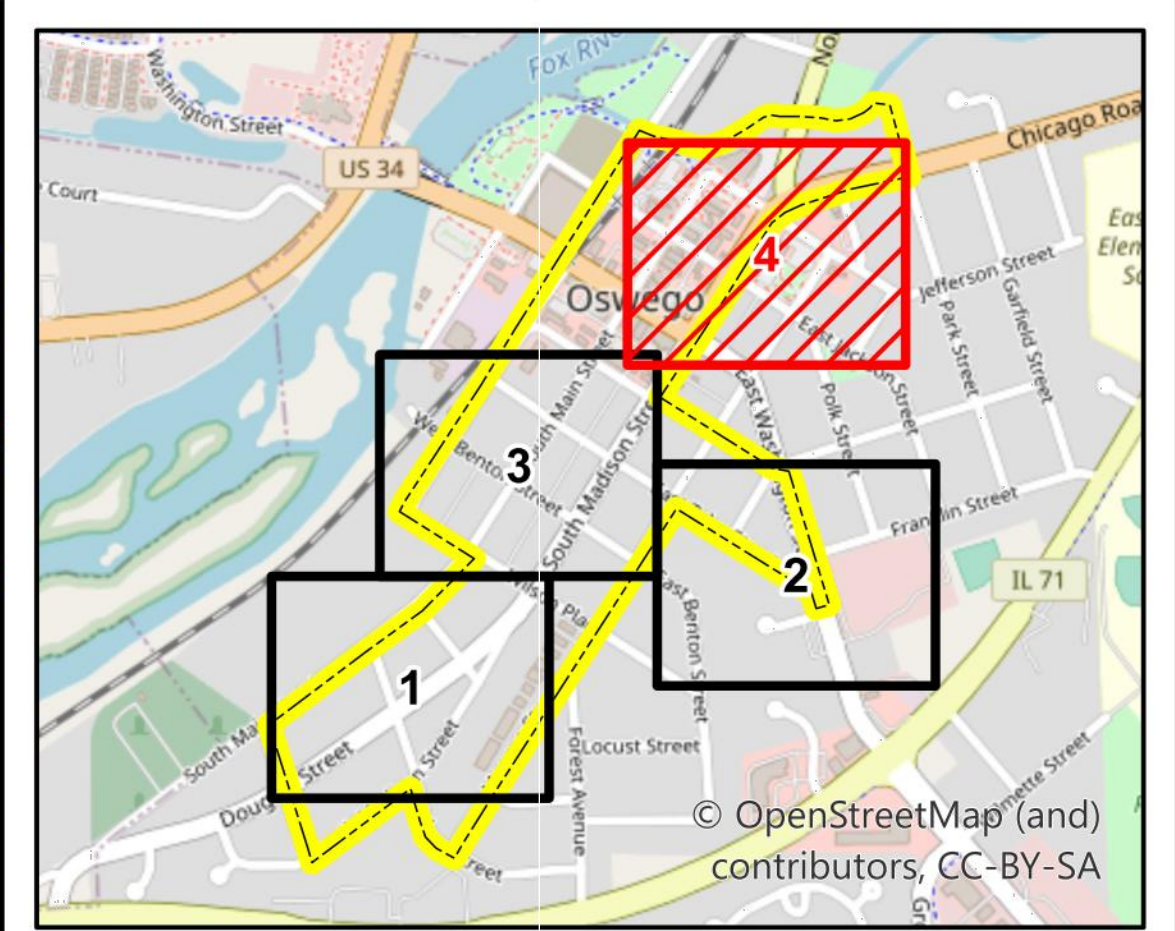
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CHECKED: CM	
DATE: MAY 2021	



2021 SANITARY SEWER
 REHABILITATION

CIPP LINING
 AREA 3

SCALES		COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:		KENDALL	6	5
VERTICAL:				
PROJECT NO. 11-3699-01				



Village of Oswego, IL
 2021 Sewer Rehabilitation Design
 CIPP Lining - Area 4
 April 2021

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DRAWN: ML	
CHECKED: CM	
DATE: MAY 2021	



2021 SANITARY SEWER
 REHABILITATION

CIPP LINING
 AREA 4

SCALES		COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:		KENDALL	6	6
VERTICAL:				
PROJECT NO. 11-3699-01				