

# **INVITATION TO BID**

Requesting: Bid(s) for the Future Collin's Road Watermain

**Extension Project** 

**Issue Date:** July 14, 2022

Last Date for Questions: July 20, 2022, by 9:00 AM

**Addendum Posted:** July 22, 2022, by 12:00 PM

**Proposals Due:** July 26, 2022, at 10:00 AM

**Public Opening:** bids.oswegoil.org

Note: Illinois Prevailing Wage Act (820 ILCS 130/1-12)

does apply

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 will be published on the Village's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

### **Contact for this proposal:**

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

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APPENDIX B: SUPPLEMENTAL DOCUMENTS

# LEGAL NOTICE INVITATION TO BID THE FUTURE COLLINS ROAD WATERMAIN EXTENSION PROJECT

The Village of Oswego will be accepting sealed bids for the Collin's Road Watermain Project until July 26, 2022, at 10:00 AM local time. Bids will be virtually opened and read aloud publicly on the same day and time by going to <u>bids.oswegoil.org</u>.

Project Title: Invitation to Bid the Future Collins Road Watermain Extension Project Proposal No. 22-6070-013

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 <a href="https://www.demandstar.com/register.rsp">www.demandstar.com/register.rsp</a>. 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 24 hrs. 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 will be provided within 24 hours regarding technical issues within DemandStar.

Bidders are advised of the following requirements of this contract:

- 1. This Project is subject to the Illinois Prevailing Wage Act (820 ILCS 130), and the Illinois Preference Act (30 ILCS 570).
- 2. A 10% bid bond must be submitted with the bid.
- 3. This Project is subject to the Illinois Public Construction Bond Act (30 ILCS 550) and requires a 110% performance, labor, and material payment bond on award of contract.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to sgayle@oswegoil.org until July 20, 2022 at 9:00 AM local time. Responses will be posted in DemandStar by July 22, 2022 at 12:00 PM local time.

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

Shanel Gayle Purchasing Manager



# **Check Sheet for Recurring Special Provisions**



Local Public Agency	County	Section Number
Village of Oswego	Kendall	

☐ Check this box for lettings prior to 01/01/2022.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

### Recurring Special Provisions

	Recurring Special Provisions	
Che	ck Sheet #	Reference Page No.
1	Additional State Requirements for Federal-Aid Construction Contracts	1
2	Subletting of Contracts (Federal-Aid Contracts)	4
3	☐ EEO	5
4	Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	Required Provisions - State Contracts	20
6	Asbestos Bearing Pad Removal	26
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	☐ Temporary Stream Crossings and In-Stream Work Pads	28
9	Construction Layout Stakes	29
10	Use of Geotextile Fabric for Railroad Crossing	32
11	Subsealing of Concrete Pavements	34
12	Hot-Mix Asphalt Surface Correction	38
13	Pavement and Shoulder Resurfacing	40
14	Patching with Hot-Mix Asphalt Overlay Removal	41
15	☐ Polymer Concrete	43
16	☐ PVC Pipeliner	45
17	☐ Bicycle Racks	46
18	☐ Temporary Portable Bridge Traffic Signals	48
19	☐ Nighttime Inspection of Roadway Lighting	50
20	☐ English Substitution of Metric Bolts	51
21	Calcium Chloride Accelerator for Portland Cement Concrete	52
22	Quality Control of Concrete Mixtures at the Plant	53
23		61
24	☐ Digital Terrain Modeling for Earthwork Calculations	77
25	Preventive Maintenance - Bituminous Surface Treatment (A-1)	79
26	☐ Temporary Raised Pavement Markers	85
27	Restoring Bridge Approach Pavements Using High-Density Foam	86
28	Portland Cement Concrete Inlay or Overlay	89
29	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	93
30	☐ Longitudinal Joint and Crack Patching	96
31	Concrete Mix Design - Department Provided	98
32	Station Numbers in Pavements or Overlays	99

Local Public Agency	County	Section Number
Village of Oswego	Kendall	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

### Local Roads And Streets Recurring Special Provisions

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LRS 7		Bidding Requirements and Conditions for Material Proposals	112
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LRS 9		Bituminous Surface Treatments	119
LRS 10		Reserved	123
LRS 11	$\boxtimes$	Employment Practices	124
LRS 12	$\boxtimes$	Wages of Employees on Public Works	126
LRS 13	$\boxtimes$	Selection of Labor	128
LRS 14		Paving Brick and Concrete Paver Pavements and Sidewalks	129
LRS 15		Partial Payments	132
LRS 16		Protests on Local Lettings	133
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LRS 18		Multigrade Cold Mix Asphalt	135
LRS 19		Reflective Crack Control Treatment	136



### **INVITATION TO BID**

FUTURE COLLINS RD. WATER MAIN EXTENSION WITH MINKLER RD. AND GROVE RD. IMPROVEMENTS

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### **LOCATION OF PROJECT**

The project area is located nearest to the existing intersection of Grove Road and Collins Road all within the Village of Oswego, Kendall County, Illinois.

### **DESCRIPTION OF PROJECT**

The Work for the said improvement, as required by the Contract Documents, is generally described as follows:

The project includes furnishing all labor, materials, specialty items, and equipment necessary for the construction, installation, testing, and acceptance of the water main extension within the project limits as shown on the plans, including existing reconnection and realignment to existing water supply lines.

### Base Bid:

General construction of water main extension includes but is not limited to installation of approximately 73 lin. ft. of 8", 302 lin. ft. of 10", 7,918 lin. ft. of 12", and 2,770 lin. ft. of 16" to be installed by Trench and Trenchless methods under the Base Bid consideration of the project.

### Alternate Bid:

General construction of water main extension includes but is not limited to installation of approximately 7 lin. ft. of 8", 1,434 lin. ft. of 12", and 1,043 lin. ft. of 16" to be installed by Trench methods under the Alternate Bid consideration of the project.

The work also includes but not limited to pavement removal and replacement, aggregate base courses, trench and trenchless excavation operations, sidewalk and multiuse path removal and replacement, sanitary sewer extension, project restoration, and all incidental and collateral work necessary to complete the project as shown on plans and as described herein.

### **SPECIAL CONDITIONS AND PROVISIONS**

1.1. The Contractor shall guarantee all materials and workmanship for a period of not less than one (1) year from the date of final acceptance by the Village.

- 1.2. Reference to Standard Specifications: All items of this project shall be governed by specifications included in the documents listed below:
  - 1.2.1. "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said department (latest edition) and hereinafter referred to as the "Standard Specifications".
  - 1.2.2. "Supplemental Specifications and Recurring Special Provisions" adopted by the Illinois Department of Transportation (latest edition).
  - 1.2.3. "Standards and Specifications for Soil Erosion and Sediment Control" by IEPA Illinois Urban Manual a technical manual designed for Urban Ecosystem Protection and Enhancement, (latest edition).
  - 1.2.4. "Standard Specifications for Water and Sewer Main Construction in Illinois" (latest edition).
  - 1.2.5. "Illinois Manual on Uniform Traffic Control Devices for Streets & Highways". (latest edition).
  - 1.2.6. "Fox Metro Water Reclamation District Standard Specifications" (latest edition)
  - 1.2.7. In the event of a conflict between these various standards, the Village of Oswego Subdivision and Development Control Regulations standards shall apply. (latest edition).
- 1.3. Water Use: A contractor shall not use any fire hydrants within the Village limits. Water can be obtained by contacting the Village Public Works Department, 100 Theodore Drive, Oswego, IL (630-554-3242).
- 1.4. Traffic Control and Protection: No work shall commence until traffic control devices provided by the Contractor comply with Section 700 of the IDOT Standard Specifications for Road and Bridge Construction, current edition. The Contractor shall at all times conduct the work in such a manner as to minimize obstruction to vehicular and pedestrian traffic. Whenever possible, the Contractor shall provide and maintain at his own expense such temporary roads and approaches as may be necessary to provide access to driveways, houses, buildings or other property abutting the improvements. In no case will the Contractor obstruct entranceways into private property without first seeking Village and private property owner's approval.
- 1.5. Punchlist: The Village will prepare punch-lists of items that require correction prior to acceptance. Under extenuating circumstances, the Village may direct that certain items of work not affecting the safe opening of the roadways and sidewalks may be completed within 5 guaranteed working days allowed for clean-up and punch-list items. If all work is

- not accepted within that time, the Contractor will be subject to the Special Provision for Failure to Complete the Work on Time.
- 1.6. Utility Location: The Contractor must exercise extreme caution, make all necessary arrangements, and provide all services to protect existing utility lines adjacent to the work area. The Contractor shall notify J.U.L.I.E. (800-892-0123) for utility locates prior to commencing any work. He shall assume all responsibility for coordinating work with the utilities involved.
- 1.7. Permits and Bonds: The Contractor prior to the start of construction shall obtain necessary State, or County permits, as required to perform the work outlined under this contract. It shall be the Contractor's responsibility to conduct his operations in such a manner so as to comply with all provisions and conditions of the permits. The Contractor shall also provide all necessary bonds and certificates of insurance for work on or adjacent to any State, County, Village highway or for work within their respective right-of-way. The cost of providing bonds and insurance and complying with the provisions and conditions of the permits shall be considered as included to the contract.

### OTHER PERTINENT INFORMATION

Existing Subsurface Information –**Available** by request to the Village and/or HR Green, Inc. (GEOTECHNICAL DATA)

Supplemental Geotechnical Exploration and Soil Investigations were performed by Chicago Testing Laboratory, Inc. and Rubino Engineering Inc. as part of the Future Collins Roadway Extension Project Plans (Kendall County Highway Department – KCHD). The bidding contractor shall take on the sole responsibility to become familiar with local conditions that may affect cost, progress, or performance of the Work. The Bidding Contractor to provide a written request to the Village to provide the information or may be included as part of the bidding documents. Please note, the Existing Subsurface Information and report are within selected areas and do not cover the entire work limits shown on the project plans for improvements.

LPC-662 Certification and Letter of Acceptance for CCDD Materials has been provided.

### PRE-EXISTING CONDITIONS

The contractor shall provide a record of pre-existing conditions of the site utilizing video tape or still pictures as required by the Village and Engineer for documentation and reference purposes.

### **EXISTING UTILITIES**

The Contractor shall familiarize himself or herself with the locations of all utilities and structures that may be found in the vicinity of the construction. The Contractor shall conduct

his operations to avoid damage to all public or private utilities and structures. Should any damage occur due to the Contractor's negligence, repairs shall be made by the Contractor at his expense in a manner acceptable to the Village. The Contractor shall notify all utility owners of his construction schedule and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures may proceed in an orderly manner. Notification shall be in writing, with copies transmitted to the Village.

### **COOPERATION WITH ADJACENT CONTRACTS**

The intent of this provision is to inform the Contractor that adjacent contracts are scheduled during the same time period as this contract. The Contractor is required to cooperate with these adjacent contracts in accordance with Section 105.08 of the Standard Specifications and may be required to modify his staging operations in order to meet these requirements. No additional compensation will be made for delay or anticipated profits as the result of this coordination.

The following contracts are anticipated to be under construction at the same time as this project:

- No projects have been identified at the time of drafting the bid documents.
- Upcoming Future Collins Roadway Extension to be let by the Kendall County Highway
  Department in January 2023. The project plans are available upon request to KCHD and HR
  Green, Inc. for reference.

### CLEAN CONSTRUCTION DEMOLITION DEBRIS (CCDD)

In addition to the requirements of Section 107.01 of the Standard Specifications, the Contractor shall be solely responsible for the complete removal of excavated material as well as full legal and proper disposal off-site. The Contractor shall adhere to all requirements set forth by the IEPA and Public Act 96-1416 for Clean Construction and Demolition Debris which shall include, but not be limited to, field and laboratory analyses, certification of material from a licensed Professional Engineer, dumping fees, and associated documentation.

Preliminary testing of the existing material has not been performed by the Village. It is unknown if the material removed will be suitable for disposal at a CCDD facility. If the Contractor elects to attempt to dispose of the material at a CCDD facility, the requirements of this special provision shall apply.

The cost of all excavation, testing, hauling, and disposal of materials removed shall be as INCLUDED in the cost of the unit pay item being removed or installed. No additional compensation will be provided.

When test results indicate that the excavated materials exceed the Residential Tier 1 Soil and/or Class One Groundwater Remediation Objectives (SRO & GRO) presented in 35 Illinois

Administrative Code 742 (IAC), all additional costs for transporting and disposing the material shall be paid for in accordance with Article 109.04 of the Standard Specifications.

### PERMIT REQUIREMENTS AND RESTRICTIONS

Permits are required from the following agencies:

- Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies
  - Application for Construction Permit
  - Submittal to the Agency has been completed on June 30, 2022
- Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies
  - Application for Construction/Operation Permit
  - Sanitary Sewer Extension
  - Submittal to the Agency is forthcoming (at time of project letting)
- Fox Metro Water Reclamation District
  - Contractor to provide 48-HR notice to Engineering Department at (630)-301-6805
- Village of Oswego Public Works Department
  - Village Approval
  - Executed Contract Documents and Notice to Proceed
- Morgan Creek Drainage District
  - Permit Agreement
- ACOE Nationwide Permit #58
  - Submittal to the Agency is forthcoming (at time of project letting)
- IDNR Statewide Permit #8
  - Submittal to the Agency is forthcoming (at time of project letting)

On behalf of the Village, HR Green, Inc. has prepared the plans and started the application process to these agencies for the required permits; however, those permits not included in the bid documents have not been received as of the date of these documents. No work that is covered by these permits shall begin until the required permits have been received. The Contractor shall be required to coordinate the requested permits by the permitting agencies.

The Village reserves the right to not issue the Notice to Proceed until all permits have been received. There shall be no damages or additional compensation due to the Contractor for delays due to delay in obtaining the permits, and the Contractor's sole remedy, where applicable and approved by the Village, shall be an extension of time.

### STREET CLOSURES

The Contractor will be allowed to close only one residential roadway travel lane at a time and for a daytime period closure only. Construction operations requiring a roadway closure will only occur at one location at a time and on an as needed situation based on the Village prior written approval and proper notification of parties involved including life safety services. Once the Contractor has completed the work at the first location he or she will then be allowed to open that roadway lane to traffic and close the other under the appropriate detour setup as needed. No additional compensation will be allowed to the Contractor due to this roadway restriction or scope of work.

### **DUST CONTROL**

The CONTRACTOR shall be responsible for controlling the dust and air-borne dirt generated by construction activities per Section 107 of the Standard Specifications. The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

## **SWEEPING/CLEANING OF THE CONSTRUCTION SITE**

The Contractor shall be responsible for sweeping/cleaning streets of any debris and material that has accumulated as a result of daily construction activities in accordance with Section 107.15 of the Standard Specifications. This work shall also include cleaning the streets of any tracking discharged from vehicles exiting the work area. The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

### PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted on the plans, the existing drainage facilities shall remain in use during the period of construction. Locations of existing drainage structures and sewers as shown on the plans are approximate. Prior to commencing work, the Contractor, at his own expense, shall determine the exact locations of existing structures which are within the proposed construction limit.

All existing drainage structures are to be kept free of any debris resulting from the Contractor's construction operations. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed. Should reconstruction or adjustment of a drainage structure be required by the

Village in the field, the necessary work and payment shall be in accordance with the pay items and special provisions included in this contract.

The Contractor shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the Village in accordance with Section 550 of the Standard Specifications and at the Contractor's own expense, and no additional compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, he shall so inform the Village, who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of the non-compliance with this provision shall be replaced at the Contractor's own expense.

### PROTECTION OF EXISTING INFRASTRUCTURE

This work shall consist of the protection of the existing concrete sidewalks, driveway aprons and concrete pavers during the construction from damage by the Contractor's trucks, excavating equipment, placement of bituminous prime coat and any other equipment used by the Contractor.

When removing curb and gutter, sidewalk, pavement or any other structure (if applicable), the Contractor shall take every precaution necessary to ensure that there will be no damage to underground public or private utilities. Under no circumstances will the use of a frost ball concrete breaker be allowed.

The Contractor shall use plywood sheets, wood planks or other approved material to protect the existing sidewalk and aprons from damage by the Contractor's equipment and trucks.

The Contractor shall provide sufficient planking or other approved materials needed to protect the existing concrete surfaces from damage during construction.

The Contractor may ride his equipment on the sidewalk area, but not on the top of the curb unless he can prove that no damage will result to the curb.

The cost to furnish, place, move and dispose of plywood, planking, or other approved materials needed to continually protect and clean the existing roadways, concrete sidewalk, aprons and curb and gutter will not be paid for seperately, but will be considered incidental to the contract and no additional compenstation will be allowed.

### **CONSTRUCTION ACCESS**

In the event the Contractor requires access via private property, he shall take the lead role in coordination with private property owners to gain permission to use private property to gain access as required to complete this work. The Village will assist the Contractor with introductions to the private property owner. The Contractor shall obtain written consent from the property owner prior to usage with a copy of the agreement provided to the Village.

The Contractor shall be responsible for the restoration of all damage to private property outside of the work zone limits shown on the plans. The Contractor shall assume all liability and protect and save harmless the Village from any damages or claims for use of private property. This work will not be paid for separately but shall be as included in the unit prices bid and no additional compensation will be allowed.

### **DEWATERING**

When and if dewatering the construction area is necessary, all waters shall be filtered by using filter bags or an alternative measure approved by the Village. All filter bags must have secondary containment devices and should be placed on level ground. Water must have sediment removed before being allowed to return to the original lake, creek and or ditch. The discharge shall be designed so that returning waters do not cause erosion.

Where and if required, temporary diversions shall be installed in accordance with the plan details. Aggregate ditch checks shall be installed in addition to ditch filters in the event of high turbidity conditions within the work area. The aggregate ditch checks shall be in accordance with Section 280 of the Standard Specifications and IDOT Highway Standard 280001-07.

The Contractor shall submit the temporary diversion and dewatering plan to the Village for review as required. The plan shall include the method, design, location, and maintenance of the dewatering plan, filter bag(s), temporary diversions, and aggregate ditch checks. Dewatering, temporary diversions, and pumping for all construction operations will not be measured separately for payment but shall be as included in the cost of the related item of work requiring the dewatering operation or temporary diversion. Dewatering will include means, methods and all materials and equipment to dewater and provide filtration of waters before re-entering the ditches, and/or storm sewer.

This work will not be paid for separately but shall be as included in the unit prices bid and no additional compensation will be allowed.

### **SAW CUTTING**

This work shall consist of sawing the existing pavement, curb, sidewalks, and bituminous and concrete driveways in order to separate that portion to be removed from that which will

remain. This work shall be performed at all locations where proposed improvements will meet existing conditions, and as indicated on the plans or as directed by the Village.

The Contractor shall make all saw cuts with a concrete saw meeting the approval of the Village. All saw cutting will be considered as included in the unit bid prices and will not be paid for separately and no additional compensation will be allowed.

### **MAILBOXES**

The contractor shall remove all mailboxes within the limits of construction which interfere with construction operation and shall erect them at temporary locations. As soon as construction operations permit, the contractor shall set the mailboxes at their permanent locations. The contractor shall replace, at no additional cost to the VILLAGE, a mailbox or post which has been damaged by the contractor's operations. This work shall be in accordance with Section / Article 107.20 of the IDOT SSRBC.

The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

### **REMOVE AND RE-ERECT EXISTING SIGN**

### Description:

The contractor shall remove and reinstalling the existing sign post(s) to its preconstruction condition or better. All materials from the existing sign post will be removed in a manner to be salvaged. Any of the material damaged by the Contractor shall be replaced by the Contractor at his/her own expense. No allowances shall be made to the Contractor for varying material types and/or methods of construction. This work shall be in accordance with Section / Article 107.20 of the IDOT SSRBC.

See plans for location of sign(s) that were identified to be removed and reinstalled as part of the project.

The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

### SPECIAL PROVISIONS PER IDENTIFIED PAY ITEM

### **WASHOUT BASIN**

### Description:

This work consists of installation, maintenance and subsequent removal and disposal of a concrete washout basin and shall be done in accordance with Sections 280 of the Standard Specifications and as shown on the plans. The washout basin shall be removed after concrete items have been installed. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumen, calcium chloride, or other harmful materials according to Article 107.23 of the Standard Specifications.

To prevent pollution by residual concrete and/or the by-product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision.

The concrete washout facility shall be constructed on the job site in accordance with Illinois Urban Manual practice standard for Temporary Concrete Washout Facility. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans.

Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

### Measurement and Basis of Payment:

This work will be paid for at the contract LUMP SUM price for WASHOUT BASIN, which price shall be payment in full for all of the work as specified above.

### **DETECTABLE WARNINGS**

<u>Description:</u> This work shall consist of the installation of pre-fabricated replaceable panel of truncated domes on concrete pads at locations as directed by the Engineer.

Truncated domes shall be in accordance with Article 424.09 of the Standard Specifications. The domes shall parallel the pavement crosswalk in accordance with the latest Highway Standard. The panel shall be Red. The panel shall meet the requirements of ASTM C1028 – Slip Resistance and ASTM G155 – Accelerated Weathering.

Materials: The Detectable Warning Panel shall be one of the following products.

Duratek tile available from Detectile Corporation P.O. Box 3513 Oak Brook, IL 60523 Phone: (630) 734-0277

OR

High-Impact Polymer Wet-Set tile available from

TufTile, Inc. 1200 Flex Court Lake Zurich, IL 60047 Phone: (888) 960-8897

OR

Armor-Tile Replaceable Cast-In Place System available from White Cap Construction Supply

8124 W. 188th Street Mokena, IL 60448 Phone: (815) 464-8828

The product and method used for installing detectable warnings shall come with the following documents, which shall be given to the Engineer prior to installation:

Manufacturer's certification stating the product is fully compliant with ADAAG. Manufacturer's specifications stating the required materials, equipment, installation procedures and conformance to ASTM C1028

<u>Measurement and Basis of Payment.</u> This work will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS which price shall include all equipment, labor and materials required to complete the work as shown on the plans and as described herein. Concrete sidewalk will be measured and paid for separately.

### CLASS D PATCHES, TYPE IV, 6 INCH

### **Description:**

This work shall consist of the removal of the existing pavement and sub-base necessary for excavation, prep work and the replacement with a Hot-mix asphalt patch at the location and depth as shown on the plans or as directed by the ENGINEER and shall be completed in accordance with Section 440 and Section 442 of the STANDARD SPECIFICATIONS, except as follows:

The sub-base shall be firm and able to support without displacement from construction equipment and the compaction herein specified. Soft or yielding sub-base shall be corrected and made stable before construction proceeds. Excess material will be removed and disposed of by the CONTRACTOR and the base shall be brought to a smooth grade and proper slope. Additional excavation noted by the ENGINEER in the field to provide a suitable granular sub-base will be performed by the CONTRACTOR at no additional expense to the Contract.

Replacement material will consist of 1-1/2" Hot-Mix Asphalt Surface Course (HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50) on 4-1/2" Hot-Mix Asphalt Binder Course (HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50) and shall be placed in accordance with Article 442.08. The patch shall be placed on a select granular material (CA-7) TRENCH BACKFILL. This work will be paid for separately under at the contract unit price per CU YD for TRENCH BACKFILL as shown in the plan details or as directed by the ENGINEER.

### Materials:

Class D Patch, 6 Inch shall consist of the following pavement structure: 1-1/2" of HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 4-1/2" of HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 BITUMINOUS MATERIALS (TACK COAT), SS-1 at 0.025 lb/sf (Binder to Surface) BITUMINOUS MATERIALS (PRIME COAT), MC-30 at 0.25 lb/sf (Aggregate to Binder) AGGREGATE BASE COURSE, TYPE B 6" (Paid Separately)

### Method of Measurement:

Pavement patching will be measured for payment in place, and the area of the patch shall be computed in square yards.

### Basis of Payment:

This work shall be measured and paid for at the contract unit price per square yard for CLASS D PATCHES, of the type and thickness specified, which price will included all sawcutting, pavement removal, excavation, Hot-Mix Asphalt Surface Course, and Hot-Mix Asphalt Binder Course. The thickness specified will designate the thickness of the Hot-Mix Asphalt only.

### AGGREGATE FOR TEMPORARY ACCESS (UTILITY TRENCH)

Revise Article 402.10 of the Standard Specifications to read:

**"402.10 For Temporary Access.** The CONTRACTOR shall construct and maintain an aggregate surface course for temporary access to private entrances, commercial entrances, utility trench, and roads according to Article 402.07 and as directed by the ENGINEER.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the ENGINEER.

- (a) Private Entrance. The minimum width shall be 12 ft. (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Utility Trench The vertical depth would be equal to the thickness of the Class D Patch (6")

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment per square yard for every private entrance, commercial entrance, and utility trench constructed for the purpose of temporary access. If a residential drive, commercial entrance, or utility trench is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per square yard of the type specified."

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per square yard for AGGREGATE TEMPORARY ACCESS (UTILITY TRENCH)

Partial payment of each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the ENGINEER for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

### **BIKE PATH REMOVAL AND REPLACEMENT**

### Description:

This work shall consist of the complete removal and replacement of existing hot-mix asphalt bicycle path pavement and thickness found in the field and the in accordance with Section 440 of the Standard Specifications and as herein specified.

### General:

All existing pavement, including surface courses, binder courses, aggregate base courses, and stabilized subbases, and other appurtenances as listed above, which are denoted for removal and replacement which interfere with construction work shall be completely removed and replaced as shown on the plans or as directed by the Engineer to complete the utility work as shown on the plans.

### <u>Disposal of Material:</u>

Materials resulting from the removal of existing pavement and appurtenances as herein specified shall be disposed of according to Article 202.03.

### Method of Measurement:

This work will be measured for payment in place and the area computed in square yards.

### Basis of Payment:

This work will be paid for at the contract unit price per square yard for BIKE PATH REMOVAL AND REPLACEMENT.

### WATER MAIN, 24" MIN. (CASING PIPE - WM QUALITY)

### **Description:**

This work shall include providing a casing pipe and spacers for Water Main Quality purposes as per the IEPA vertical separation requirements for the installed water main size as specified where it must cross above/below the existing and or proposed sewer systems as indicated in the plans. The casing pipe shall be water main quality pipe and pipe size as required to provide the adequate casing of the installed water main size. Casing spacers shall be Cascade CCS or approved equal. The ends of the casing pipe shall be sealed with brick and mortar or other manufactured casing ends to seal both ends of the pipe. This work shall be in compliance with all applicable details and provision references included in the approved plans and VILLAGE Standards.

<u>Method of Measurement:</u> This work shall be measured per linear foot of casing of specified size installed.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per foot for WATER MAIN, 24" MIN. (CASING PIPE - WM QUALITY) which price shall include the casing pipe, spacers, brick and mortar, pea gravel/aggregate casing fill, labor and equipment necessary to complete this work.

DUCTILE IRON WATER MAIN 8"
DUCTILE IRON WATER MAIN 10"
DUCTILE IRON WATER MAIN 12"
DUCTILE IRON WATER MAIN 16"

### Materials:

Provide ductile iron pipe complying with ANSI A21.51, thickness Class 52, with joints complying with ANSI A21.11. External coating shall be standard, as specified for general use in ASA Specification A21.51. All pipe and fittings shall be manufactured in the United States of America, or approved equal. Use internal cement lining complying with ANSI A21.4 or AWWA C205, standard thickness. Use ductile iron fittings with mechanical joint complying with ANSI A21.10 or A21.53. Use internal cement lining complying with ANSI A021.4, standard thickness. All watermains shall be cement lined ductile iron pipe with push-on or mechanical joints and shall be encased in polyethylene film in accordance with AWWA C-105-82.

Fittings shall be cement lined, tar coated cast iron with mechanical joints rated 250 psi per AWWA C110/ANSI 21.20.

<u>Additional Requirements:</u> The construction of water main shall be done in accordance with the requirements of Section 561 of the Standard Specifications, "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition.

All fittings shall be manufactured in the United States of America, or an approved equal per the Village Standards. Use ductile iron fittings with mechanical joint complying with ANSI A21.10 or A21.53.

Ductile Iron complying with AWWA C153. Mechanical joint complying with AWWA C111. Gaskets complying with AWWA C111.

WATER VALVES 10" - GATE VALVE WATER VALVES 12" - GATE VALVE

Gate valve shall be installed in accordance with the Village of Oswego requirements, 561 of the IDOT Specifications, and standards herein. This item shall include the gate valve of type and size specified and all fittings/hardware necessary or required to complete installation by the contractor.

All main line valves shall be "American Flow Control" type gate valves (or approved equal per Village) and will be housed in a precast concrete vault of the appropriate size upon construction.

All valves shall be AWWA C515-01, ductile iron body, bronze fitted, modified wedge disc, resilient seat type with non-rising stem and O-ring packing designed for 250-pound working

pressure, as manufactured by "American Flow Control", or approved equal. External Bolts and Hex Nuts: Stainless steel according to ASTM A 240, Type 304

<u>Additional Requirements:</u> The construction of water main shall be done in accordance with the requirements of Section 561 of the Standard Specifications, "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition.

### **BUTTERFLY VALVE, 16"**

Butterfly Valve shall be installed in accordance with the Village of Oswego requirements, 561 of the IDOT Specifications, and standards herein. This item shall include the butterfly valve of type and size specified and all fittings/hardware necessary or required to complete installation by the contractor.

- 1. Standards: Comply with AWWA C504 class 150B (gray iron or ductile iron) and NSF 61.
- 2. Stem: Stainless steel according to ASTM A 240, Type 304, turned, ground, and polished.
- 3. For Seat on Body Valves:
  - a. Disc: Ductile iron or gray iron with plasma applied nickel-chromium edge or stainless-steel edge according to ASTM A 240, Type 316, and mechanically fixed stainless-steel pins.
  - b. Seat: Synthetic rubber compound mechanically retained to the body.
- 4. For Seat on Disc Valves:
  - a. Disc: Ductile iron according to ASTM A 536 with synthetic rubber compound seat mechanically retained to the disc.
  - b. Seat: Continuous Type 316 stainless steel seat.
- 5. External Bolts and Hex Nuts: Stainless steel according to ASTM A 240, Type 304.

<u>Additional Requirements:</u> The construction of water main shall be done in accordance with the requirements of Section 561 of the Standard Specifications, "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition.

### FIRE HYDRANTS TO BE REMOVED

### Description:

The work consists of removing existing hydrants and auxiliary valves where shown on the plans.

### **Construction Method:**

The valves fire hydrant and shall be carefully disconnected from the existing water main, a cap and thrust block shall be installed at the connection to the existing water main and the removed hydrant, auxiliary valve and valve box delivered to the Village. The hydrant shall remain the property of the Village.

### Payment:

This work will be paid for at the contract unit price per each for FIRE HYDRANTS TO BE REMOVED and shall include equipment, materials, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

# VALVE VAULT, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID VALVE VAULT, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID

### Description:

The water valves (gate or butterfly valves) shall be suitable for ordinary water works service, intended to be installed in a normal position on buried pipelines for water distribution systems. All main valves shall be installed in precast concrete vaults conforming to ASTM C478 as detailed in the Valve Vault Detail. All vaults for newly constructed water main shall have flexible rubber watertight pipe connectors. Pressure connection taps/vaults shall seal the pipe entrances for the existing pipe with anti-hydro cement as shown in the plan details.

Valve vault frames shall be Neenah R-1530 and lids shall be a "Neenah" type B, or approved equal, with the word "WATER" stamped into the lid.

Each valve vault cone and barrel section joint shall also be externally sealed with a 9" wide (min.) sealing band of rubber and mastic. The band shall have an outer layer of rubber or polyethylene with an under layer of rubberized mastic (with a protective film), meeting the requirements of ASTM C-877, type II or type III.

All Valve Vaults are to include two (2) -1" corporation stop coupling (MUELLER B-25008) or approved equal for testing and flushing purposes as indicated on the Village of Oswego Water Main Pressure Connection Detail and Valve Vault Type A Detail.

Valve Vaults shall be reinforced concrete in accordance with ASTM C478. The casting shall be as specified in the Plans.

Blocking to prevent movement of mains under pressure at bends and fittings shall be Portland Cement Concrete (PCC), a minimum of 12-inches thick pre-cast blocks, placed between solid ground and the fittings in such a manner that pipe fittings and joints will be accessible for repairs. All bends of 22 ½ degrees or greater, and all tees and plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination of mechanical retaining glands and threaded stainless steel rods. Wood blocks or shims will not be allowed for thrust blocking.

The cost of thrust blocking to be considered as included in the cost of the item being installed.

Pressure Connections are paid for separately.

### Method of Measurement:

This work shall be measured per each valve as sized specified, valve vault with specified diameter specified with special frame and lid.

### Basis of Payment:

This work shall be paid for at the contract unit price each for WATER VALVE of specified size and VALVE VAULT, TYPE A, 5' DIAMETER, WITH SPECIAL FRAME AND LID of the type and size specified, which price shall include providing and installing the valve vault, trench backfill, and backfill material as detailed on the plans.

### **VALVE VAULTS TO BE REMOVED**

<u>Description</u>: This item shall consist of the removal of the existing valves and valve vaults, as shown on the plans. Removal shall include the excavation and physical removal and disposal of the valves and valve vaults.

For valve vaults located outside the limits of the roadway, the removal shall include the excavation and physical removal of the structures and backfilling the void left by the valve vaults with earthen backfill and compacted.

For valve vaults located within the limits of the roadway, the removal and replacement of the asphalt pavement shall be paid for separately at the contract unit price of the required items. The removal shall include the excavation and physical removal of the valve vaults and backfilling the void left by the valve vaults with Trench Backfill. Trench Backfill needed to complete the removal shall be considered included in the cost of VALVE AND VALVE VAULTS TO BE REMOVED.

In addition to this special provision, this work shall be in accordance with Articles 605.03 and 605.05 of the Standard Specifications.

<u>Method of Measurement:</u> This work shall be measured per each valve and valve vault to be removed.

<u>Basis of Payment</u>: Valve vault removal shall be paid for at the contract unit price per each for VALVE AND VALVE VAULTS TO BE REMOVED, which includes all necessary labor, tools, equipment, and materials necessary to remove the existing valves and valve vaults.

### FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

### <u>Description:</u>

This work shall be done in accordance with Section 564 of the Standard Specifications except as modified herein and as shown on the details on the plans.

### Material:

Fire hydrants shall meet AWWA C-502 and shall be "Waterous Pacer WB-67-250" or Clow Medallion type with a 5-1/4 inch valve opening, two 2-1/2 inch hose nozzles and one pumper nozzle. Threads shall conform to National Standard Specifications. Construction shall conform to that indicated on the fire hydrant detail per Village Standards. Each hydrant shall be equipped with an auxiliary gate valve complete with roadway box from A. Y. McDonald, or approved equal, and valve box stabilizer.

Hydrants shall be installed no closer than three feet or further than six feet from the back of curb, unless otherwise noted or shown. No hydrant shall be installed within 48 inches of any obstruction, nor shall any obstruction be placed within 48 inches of a hydrant.

The manufacturer shall paint the hydrants red. Hydrants shall be installed with a valve box brace as supplied by BLR Enterprises Inc. or with a trench adapter as supplied by American Flow Control, or approved equals.

### Method of Measurement:

This work shall be measured per each fire hydrant and valve assembly.

### Basis of Payment:

This work shall be paid for at the contract unit price per each for FIRE HYDRANT WITH AUXILLARY VALVE AND VALVE BOX. The price shall include the fire hydrant, valve, valve box, 6" ductile iron hydrant lead, fittings, materials, labor, tools, equipment, and incidentals necessary to complete the work as specified.

WATER MAIN TO BE ABANDONED, 8"
WATER MAIN TO BE ABANDONED, 10"
WATER MAIN TO BE ABANDONED, 12"

### Description:

This work shall consist of cutting and capping existing water main and the abandonment of portions of existing water main as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Existing water main shall be abandoned only after all new water services (as applicable or required) have been transferred over to the new main and the new main is in operation.

Water main to be abandoned shall be drained of all water prior to capping open ends with a mechanical joint cap.

Caps shall be ductile iron designed to fit the water main. The work shall be performed in accordance with Article 551 and 605 of the Standard Specifications, Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Water mains to be abandoned shall be filled with CLSM.

CLSM shall be provided in accordance with Section 1019 of the Standard Specifications for Road and Bridge Construction (latest edition).

Blocking to prevent movement of mains under pressure at caps, valves, and plugs shall be Portland Cement Concrete (PCC), a minimum of 12-inches thick pre-cast blocks, placed between solid ground. All plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination of mechanical retaining glands and threaded stainless steel rods. Wood blocks or shims will not be allowed for thrust blocking.

Excavation and backfill for water main abandonment shall conform to the typical sections/details shown in the plans and shall conform to the provisions of Sections 20, 21, and 22 of the Standard Specifications for Water & Sewer Main Construction in Illinois.

### Method of Measurement:

This work shall be measured per each water main abandoned.

### Basis of Payment:

This work shall be paid for at the contract unit price per each for WATER MAIN TO BE ABANDONED of the specified sized. The price shall include the mechanical joint cap, other necessary materials, labor, tools, equipment, and incidentals necessary to complete the work as specified.

WATER MAIN REMOVAL, 8"
WATER MAIN REMOVAL, 10"
WATER MAIN REMOVAL, 12"

### Description:

This work shall consist of the removal and legal disposal of the existing water main up to 12" in diameter at the locations located on the plans. The work shall be performed in accordance with Article 551 and 605 of the Standard Specifications, Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois (Latest Edition), except as revised herein.

Excavation and backfill for water main removal shall conform to the typical sections shown in the plans and shall conform to the provisions of Sections 20 of the Standard Specifications for Water & Sewer Main Construction in Illinois.

This work will not be paid for separately and shall be considered included in the cost of WATER MAIN REMOVAL for specified diameter.

### Method of Measurement:

This work shall be measured per linear foot for the specified size of water main to be removed.

### Basis of Payment:

This work will be paid for at the contract unit price per linear foot for WATER MAIN REMOVAL for specified diameter.

### TRENCHLESS PIPE INSTALLATION

### Description:

This work shall consist of excavating the bore and receiving pits, providing the necessary equipment based on method, materials based on method, and labor required for installing water main 12", by trenchless methods as shown on the details in the plans.

See plans for Water Main Tag identifying locations for TRENCHLESS PIPE INSTALLATION.

### **Construction Methods:**

The method used for trenchless installation of the proposed DUCTILE IRON WATER MAIN 12" water main under Morgan Creek and or areas shown on the plans shall be at the Contractor's option to complete the Work as shown on the plans. Most commonly used construction methods would be auger boring, and pipe jacking for new construction technologies and similar work. The contractor shall take on the sole responsibility to visit the site to become familiar with site conditions that may affect cost, progress, performance, and preferred method of the Work to be performed. The contractor to provide the necessary shop drawings of the preferred trenchless installation method to be used, equipment, and included materials but not limited to, restrained joint, casing spacers (as required and approved manufacture by Village), casing pipe (as required and approved manufacture by Village).

The locations specified for TRENCHLESS PIPE INSTALLATION, the DUCTILE IRON WATER MAIN 12" shall be paid for separately and is included in the cost of DUCTILE IRON WATER MAIN 12".

### Method of Measurement:

This work shall be measured per linear foot of TRENCHLESS PIPE INSTALLATION as specified in plans.

### Basis of Payment:

The work will be paid for at the contract unit price per foot for TRENCHLESS PIPE INSTALLATION, which shall include, equipment based on method, materials based on method, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, dewatering, and all other labor and equipment necessary to complete the work as indicated in the plans.

CUT AND CAP EXISTING 8" WATER MAIN CUT AND CAP EXISTING 10" WATER MAIN CUT AND CAP EXISTING 12" WATER MAIN CUT AND CAP EXISTING 16" WATER MAIN

### Description:

This work shall be performed at locations shown on the plans or as directed by the ENGINEER/VILLAGE. Water mains shall be abandoned in place by saw cutting the main at the point to be abandoned/capped and installing a mechanical joint plug or cap. The Contractor shall be responsible for dewatering the trench as needed, which cost is considered as included to the price of CUT AND CUT EXISTING (size specified) WATER MAIN. Caps shall be ductile iron and equipped with rubber gaskets to prevent the infiltration of water and/or sediment. Installation of caps or plugs must be witnessed by the Village or its authorized representative prior to backfilling

Cutting and capping existing water main at the locations shown on the plans.

Caps shall be ductile iron designed to fit the water main.

The Cutting and capping of the existing water main shall be completed prior to placing the water main back in service and shall be done in accordance with the construction requirements of the special provision "CUT AND CAP EXISTING" contained herein.

### Method of Measurement:

This work shall be measured per each CUT AND CAP EXISTING (size specified) WATER MAIN.

### Basis of Payment:

This work shall be paid for at the contract unit price per each for CUT AND CAP EXISTING (size specified) WATER MAIN. The price shall include locating the existing water main, cutting of the existing water main, excavation and removal, disposal of excavated material, sheeting as required, the mechanical joint cap, trench backfilling of the excavation to the existing subgrade, all labor, tools, and equipment necessary to complete the work as specified.

CONNECTION TO EXISTING WATER MAIN 8"
CONNECTION TO EXISTING WATER MAIN 10"
CONNECTION TO EXISTING WATER MAIN 12"
CONNECTION TO EXISTING WATER MAIN 16"

### Description:

The CONTRACTOR shall perform cut-in connections to the existing water main at locations shown on the drawings and in the manner detailed.

Connecting to the existing water main will require interruption of services. The VILLAGE, the ENGINEER, and the CONTRACTOR shall mutually agree upon a date and time which will allow ample time to assemble labor and materials and to notify all Customers/Residents affected. Customers/Residents shall be notified at least 24 hours but not more than 48 hours prior to being taken out of service.

The CONTRACTOR shall not operate valves on existing mains (unless otherwise authorized and witnessed by the VILLAGE) and will be closed and opened only by the employees of the VILLAGE's Water Distribution Department.

The CONTRACTOR shall expose the water main to be connected to and shall confirm the size and type of piping present.

The CONTRACTOR shall obtain the necessary materials required to make a proper connection. The CONTRACTOR shall coordinate prior to making any connections with the VILLAGE on any BOIL ORDERS that are to be issued and follow the VILLAGE's protocol, or sequencing of the CONNECTION TO EXISTING WATER MAIN operations.

The CONTRACTOR shall not proceed until he has all the required materials on site. The CONTRACTOR shall limit the time for connections to four (4) hours. In no case, shall a customer(s) be out of service overnight.

Once the new water mains have been tested and approved for service then the CONTRACTOR shall, under the direction of the ENGINEER, place the new water main in service.

Couplings shall be included to the connection to existing water main.

### Basis of Payment:

This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN 8", CONNECTION TO EXISTING WATER MAIN 10", CONNECTION TO EXISTING WATER MAIN 12", and CONNECTION TO EXISTING WATER MAIN 16", which price shall include all equipment, labor, disposal of abandoned pipe, rounded stone bedding, brick and mortar the abandoned water main, backfilling the void left, and other materials (not listed for payment separately) required to properly connect to existing water mains. One connection to existing water main will be paid for each location where a coupling is used to connect new water main to the existing water main. Ductile Iron Fittings required for these connections will be considered as included to this pay item. Trench backfill used while connecting to the existing water main shall be considered as included to this pay item.

Dewatering, if required, shall be considered as included in the cost of the Contract.

PRESSURE CONNECTION 12"X 8"
PRESSURE CONNECTION 16"X 8"
PRESSURE CONNECTION 16"X 12"

### Description:

The CONTRACTOR shall perform pressure connections to the existing water main at locations shown on the drawings. These connections shall be made without taking the existing water main out of service under full water service pressure. This work shall be performed in accordance with the details in the plans and in accordance with Section 46 of the Standard Specifications for Water and Sewer Main Construction (Latest Edition), except as revised herein.

Tapping Sleeves shall be two-piece stainless steel bolted sleeve type with mechanical joints, Clow F-5205, or approved equal. Ductile iron tapping sleeves shall be Clow F-5205 or ENGINEER approved equivalent.

The tapping valves shall be fully ported gate valves complying with AWWA C500. Use mechanical joint type, Clow F-5093, or approved equal. 1" Mueller corporation stops are required on each side of valves.

The CONTRACTOR shall obtain the necessary materials required to make a proper connection. The CONTRACTOR shall not proceed until he has all the required materials on site.

Once the new water mains have been tested, chlorinated and approved for service then the CONTRACTOR shall, under the direction of the ENGINEER, place the new water main in service.

Dewatering, if required, shall be considered included in the cost of PRESSURE CONNECTION of specified size.

See Construction Details for Village of Oswego Pressure Connection Detail, Valve Vault and concrete blocking requirements.

PRESSURE CONNECTION are to also include one (1) – 1" corporation stop coupling (MUELLER B-25008) or approved equal for testing and flushing purposes as indicated on the Village of Oswego Water Main Pressure Connection Detail and Valve Vault Type A Detail. Pressure connection taps/vaults shall seal the pipe entrances for the existing pipe with anti-hydro cement. VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID and VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID structures are paid separately.

### Method of Measurement:

This work shall be measured per each pressure connection made to existing water main.

### Basis of Payment:

This work will be paid for at the contract unit price per each for PRESSURE CONNECTION of specified size, which price shall include all equipment, labor, disposal of abandoned pipe, stone bedding, abandon the existing water main, backfilling the void left, manhole adjustments, and other materials required to properly connect to existing water mains. One pressure connection

to existing water main will be paid for each location where a tapping sleeve and valve is used to connect new water main to the existing water main. Ductile Iron Fittings required for these connections will be considered incidental to the contract. Trench backfill used while connecting to the existing water main shall be considered incidental to this line item.

DUCTILE IRON SLEEVE 8"
DUCTILE IRON SLEEVE 10"
DUCTILE IRON SLEEVE 12"

### Description.

This work shall consist of installing ductile iron sleeves on the water distribution system while making a connection from the proposed water main to the existing water main for modifications of the type and size specified as shown on the plans.

## **Tapping Sleeves:**

- 1. Use two-piece bolted sleeve ductile iron or stainless-steel type with mechanical joints.
- 2. Provide joint accessories.
- 3. Measure existing water main outside diameter to determine proper tapping sleeve size
- 4. Acceptable manufacturers (or approved equal):
  - 1. Ductile iron: McWane Ductile F-5205.
  - 2. Stainless steel: Cascade CST extra heavy duty.

### Tapping valves:

- 1. Use fully ported gate valves complying with AWWA C500.
- 2. Use mechanical joints type, McWane Ductile F-5093.

### Basis of Payment.

This work will be paid for at the contract unit price per each DUCTILE IRON SLEEVE of the size specified.

STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12" STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"

### Description:

This work shall consist of furnishing and installing water main quality pipe at the locations shown on the plans. This work shall consist of constructing storm sewers to meet water main standards, as required by the IEPA or when otherwise specified. This work shall be performed according to Section 550 of the "Standard Specifications for Road and Bridge Construction", IEPA Regulations (35 Ill. Adm. Code 653.119), the "Standard Specifications for Water and Sewer Construction in Illinois", and as specified herein. This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and water mains according to Section 41 of the "Standard Specifications for Water and Sewer Construction in Illinois".

### Materials:

- a) Ductile iron water main Class 52 Joints for Ductile Iron pipe shall be:
  - 1. Mechanical Joints AWWA C111 and C600
  - 2. Push-On-Joints AWWA C111 and C600

b) Polyvinyl Chloride (PVC) Class 12454B (PVC 1120) or Class 12454C (PVC 1220). Polyvinyl Chloride (PVC) and Chlorinated Polyvinyl Chloride (CPVC) shall be in accordance with Article 40-2.01C of the "Standard Specifications for Water and Sewer Construction in Illinois". C-900 pipe is an acceptable substitute for pipes up to and including 12" diameter and C-905 is an acceptable substitute for pipes larger than 12" diameter provided the DR/Pipe Stiffness provides equal or higher-pressure rating as that of Schedule 80 pipes.

### **Construction Requirements:**

The storm sewer water main shall be installed according to the applicable portions of Section 550 and 561 of the Standard Specifications and the Standard Specifications for Water and Sewer Main Construction. In case of conflict between the Standard Specifications, the Standard Specifications for Water and Sewer Main Construction in Illinois shall take precedence and shall govern. Contractor shall provide Type 1 pipes for sizes up to and including 24 inches diameter. No testing or disinfections of the newly laid storm sewer water main will be required. A water-tight connection is required between the storm sewer water main and the storm sewer. Method of Measurement: Storm sewer water main of the various type, size, shape and diameters will be measured for payment in feet, measured in place.

### Basis of Payment:

This work will be paid for at the contract unit price per Foot for STORM SEWERS WATER MAIN QUALITY, of the type, size, shape and diameter specified.

# SANITARY SEWER 10", PVC, SDR 26 (TRENCHED) SANITARY SEWER 12", PVC, SDR 21 (TRENCHED)

### Description

This work shall consist of providing the necessary equipment, materials, and labor required for installing proposed sanitary sewer 10", PVC, SDR 26 and 12", PVC, SDR 21 by open trenched methods.

Base Bid – See Sanitary Sewer callout information on plans for location of SANITARY SEWER 10", PVC, SDR 26 (TRENCHED) and SANITARY SEWER 12", PVC, SDR 21 (TRENCHED) for sanitary sewer extension at two different locations.

### **Construction Methods**

Provide the necessary trench excavations for installing the proposed sanitary sewer pipe as shown in the plans or as directed by the Village. The remaining open trench shall then be backfilled with suitable Trench Backfill material just below the final grade. Trench backfill material shall be placed in eight (8) inch lifts, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer. In locations outside of the existing

pavement structure, four (4) inches of topsoil shall then be placed on top of the excavated trench backfill in locations where existing vegetation had previously grown in the interim.

### Measurement

SANITARY SEWER 10", PVC, SDR 26 (TRENCHED) and SANITARY SEWER 12", PVC, SDR 21 (TRENCHED) will be measured for payment in feet of installed pipe by trench method.

### Material

The material used for sanitary sewer shall be per the specifications found on the engineering plans as provided by Fox Metro Water Reclamation District. Pipe plugs as requested by Fox Metro at manholes are to be supplied for temporary sealing the end of existing pipe(s) at manholes during construction.

### **Payment**

The work will be paid for at the contract unit price per foot for SANITARY SEWER 10", PVC, SDR 26 (TRENCHED) and SANITARY SEWER 12", PVC, SDR 21 (TRENCHED), which shall include sanitary sewer pipe as specified, pipe plugs as requested by Fox Metro at manholes, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

### MANHOLES, SANITARY, 4'-DIAMETER, WITH SPECIAL FRAME AND LID

<u>Description:</u> This work consists of the installation of Manholes of the size and type shown on the plans.

This work shall be performed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois latest edition, per the Village/Fox Metro Sanitary Manhole Detail with Manhole Frame and Lid Detail shown in plans, see Details included in the plans.

Special Frame and Lid shall be used for Sanitary Manholes with the word "SANITARY" cast into the Lid and shall be the common type of NEENAH R-1712, EAST JORDAN EJ 1020 or approved equal. See Detail included in the plans.

Method of Measurement: This work shall be measured per each sanitary manhole.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per each for MANHOLES, SANITARY, of the specified size, and type. Price shall include all of the work as specified above including heavy duty frame and lid, and internal and external chimney seals as shown in the VILLAGE details. The price shall also include all labor, tools, equipment and material including excavation, backfilling, disposal of waste excavated material and all other material necessary to complete the work as specified.

#### SANITARY MANHOLES TO BE REMOVED

<u>Description:</u> This item shall consist of the removal of existing sanitary manhole as shown on the plans. Removal shall include the excavation and physical removal and disposal of the sanitary manhole structure. The work shall be performed in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction (latest edition).

For sanitary structures located outside the limits of the roadway, the removal shall include the excavation and physical removal of the drainage structures and backfilling the void left by the removal with earthen backfill.

For sanitary structures located within the limits of the roadway, the removal and replacement of the asphalt pavement shall be paid for separately at the contract unit price of the required items. Trench Backfill needed to complete the removal shall be considered included in the cost of SANITARY MANHOLES TO BE REMOVED.

Method of Measurement: This work shall be measured per manhole removed.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per SANITARY MANHOLES TO BE REMOVED for the specified diameter.

### SANITARY SEWER CONNECTION

<u>Description</u>: This work shall consist of connecting (core and boot) to the existing manhole to provide 10" sanitary sewer extension at the locations shown on the plans. The work shall be performed in accordance with Article 551 and 605 of the Standard Specifications, and Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois.

<u>Method of Measurement:</u> This work shall be measured per each sanitary sewer connection.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price for each SANITARY SEWER CONNECTION. The price shall include all labor, tools, equipment, material(s), coring operation(s), rubber boot/gasket, hardware, excavation, trench backfilling, and disposal of waste excavated material to complete the work as specified.

### SANITARY SEWER TELEVISION INSPECTION, VIDEOTAPING AND RECORDING

<u>Description</u>: This work consists of sanitary sewer television inspection, videotaping and recording. Sub-surface videotaping will be required before the start of construction and will also be required following completion of the construction (but prior to installation of the bituminous surface course).

Method of Measurement: This work shall be measured per lineal FOOT of sewer for VIDEO INSPECTION OF SANITARY SEWER TELEVISION INSPECTION, VIDEOTAPING, AND RECORDING

Basis of Payment: This work shall be paid for at the Contract unit price per FOOT of sewer for VIDEO INSPECTION OF SANITARY SEWER TELEVISION INSPECTION, VIDEOTAPING, AND RECORDING of existing combined and storm sewers on streets in which tunnels, relief sewers, and water mains are proposed, at locations as specified, where not covered by other payment items, and at other locations as directed by Engineer. The Contract unit price shall be payment in full for all materials, labor, and equipment required for: traffic control; cleaning of existing sewers (jetting); internal videotaping existing mainline combined sewers and storm sewers, including reverse set-ups, retrieving stuck televising equipment, or repairing of sewers damaged by the televising effort; providing one copy of the videotapes (DVD format and or digital format) and reports to the Owner and other related work required.

### **CLEARING AND GRUBBING**

### Description

This work shall consist of clearing of woody growth, trees, underbrush, stumps, branches, vegetative cover, debris and foreign objects (garbage, etc.) within the existing work area identified on the plans or as directed by the Engineer. This work shall be in accordance with the applicable portions of Section 201 of the Standard Specifications.

### **Construction Methods**

Remove/Clear any items mentioned above, or other debris (garbage, etc.) that has accumulated within the work area shall be removed to prepare for the proposed scope of work identified in the plans.

All debris (including branches) resulting from the tree cutting and vegetative cover removal shall be removed by the Contractor to achieve maximum seed to soil contact, to the satisfaction of the Engineer. The Contractor shall also clean the first culvert downstream of the clearing areas after each rainfall event during the time of the clearing and after the first three rainfall events after the clearing has been completed. Final payment may be withheld at the Village's discretion until after these requirements have been met.

### Method of Measurement:

Clearing and grubbing will be measured for payment in square yard for the area within the work limits that is removed of woody growth, garbage, tires, pallets, and other extraneous items. The measured area shall be on a horizontal plane between the limits of clearing.

### **Basis of Payment:**

This work will be paid for at the contract unit price per square yard for CLEARING AND GRUBBING. This price shall include cutting and removing the woody growth, trees, underbrush, stumps, branches, underbrush, vegetative cover, and miscellaneous debris and foreign objects within the work area. It shall also include all labor, materials, and equipment required to complete the work as specified.

### TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

All roads shall be kept open to traffic. The Contractor should take particular note of the applicable portions of Article 107.14 of the Standard Specifications. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 701901 for all projects that exceed four-day duration. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the Highway Standard contained herein.

Special attention is called to Article 107.09 and Section 701 of the Standard Specifications and the following Highways Standards, Supplemental Specifications, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control. It should be noted that Type I or Type II barricades will be required adjacent to the pavement in areas where a drop off of 3" or more occurs in accordance with Article 701.07.

# Standards (All but not limited to)

701301, 701501, 701801, 701901

### **Special Provisions**

Maintenance of Roadways
Supplemental Signage (General Notes)
Work Zone Traffic Control (LRS#3)
Flaggers in Work Zones (LRS#4)

The Contractor shall contact the Village of Oswego at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to traffic at all times, and access to abutting property shall be maintained.

The Contractor shall be responsible for providing a proposed scheduling, phasing and traffic control plan. The Village will review these plans and provide the contractor with any necessary modifications in writing. The Contractor will then be responsible for incorporating these changes into the proposed scheduling, phasing, and traffic control plan.

At the preconstruction meeting, the Contractor shall furnish the name and telephone number where he may be reached during non-working hours of the individual in his direct employ that is to be responsible for the installation and maintenance of the traffic control of this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article

108.01 of the Standard Specifications. This shall not relieve the Contractor of the requirements to have a responsible individual in his direct employ supervise this work.

### Basis of Payment:

This work will be paid for at the LUMP SUM cost for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

### **EXPLORATION TRENCH, SPECIAL**

### Description.

This item shall consist of excavating a trench at locations designated by the Engineer for the purpose of locating existing underground facilities, existing building services, or existing utility lines within the limits of the proposed improvement. The trench shall be deep enough to expose the existing utility line, and the width of the trench shall be sufficient to allow proper investigation to determine if the line needs to be replaced and to determine conflicts with the proposed improvements. The exploration trench shall be backfilled with trench backfill meeting the requirements of the Standard Specifications, the cost of which shall be included in the item of EXPLORATION TRENCH (SPECIAL).

An estimated length of exploration trench has been shown in the Summary of Quantities to establish a unit price, and payment shall be based on the actual length of trench explored without a change in unit price because of adjustment of plan quantity.

### Method of Measurement.

EXPLORATION TRENCH, SPECIAL will be measured in feet of the actual trench excavated.

### Basis of Payment.

This work will be paid at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL, regardless of the depth required, and no extra compensation will be allowed for any delays, inconveniences or damages sustained by the Contractor in performing this work.

### **CONSTRUCTION LAYOUT**

### Description:

This work shall consist of providing construction layout of the proposed improvements shown on the plans to provide construction layout for the Contractor. This work shall be performed in accordance with the IDOT Supplemental Specifications and Recurring Special Provisions (SSRSP) — Adopted January 1, 2018, and as directed by the Engineer. This work shall be performed per the Special Provision for Construction Layout Stakes outlined in the SSRSP. This work shall consist of furnishing all materials, equipment and labor required for the Construction Layout.

### Method of Measurement:

This work shall be measured for payment in lump sum for CONSTRUCTION LAYOUT.

### Basis of Payment:

This work shall be paid for at the contract unit price per lump sum for CONSTRUCTION LAYOUT which the price shall include all of items listed in the SSRSP for Construction Layout Stakes.

### MISCELLANEOUS ADDITIONS TO PROJECT AT VILLAGE'S DISCRETION

### Description:

This item is to provide for additional budget in the contract for additional scope of work that may be required but not specifically included in the contract plans and specifications and/or work that may be included in the contract plans and specifications but not covered by a contract pay item prior to the bidding process.

### **Construction Requirements:**

All work shall conform to appropriate articles of the Standard Specifications, VILLAGE ordinances, VILLAGE Details and specifications that are considered industry standards or standards set forth by a governing body (i.e. IDOT, FRWRD, MUTCD, etc.) for the furnishing, fabrication, installation or removal of the included items.

### **Materials:**

All furnished material shall conform to appropriate articles of the Standard Specifications, VILLAGE ordinances, VILLAGE details and specifications that are considered industry standards or standards set forth by a governing body (i.e. IDOT, FRWRD, MUTCD, etc.) for the furnishing, fabrication, installation, or removal of the included items.

### Disposal of Material & Safety:

All materials resulting from this extra work shall be disposed of at the contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-761.

### Method of Measurement:

This item shall be measured for payment in the appropriate dimensions for the work performed.

### Basis of Payment:

The Contractor will include in his/her Bid Sum of 1 unit at the amount per unit identified of \$30,000.00 for Base Bid and \$10,000.00 for Alternate Bid for miscellaneous additions to the project at the VILLAGE's Discretion. Only additional work, as approved by the VILLAGE in writing, will be eligible for payment. Additional work may consist of items such as additional connection to an existing water main of odd size, or sanitary sewer improvements not identified, or other construction item that may be deemed necessary by the VILLAGE to add to the project and not otherwise identified as an identified bid item.

# State of Illinois Department of Transportation Bureau of Local Roads and Streets

# SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Oswego			
HR Green, Inc.			

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

# BDE SPECIAL PROVISIONS For the April 29, 2022 and June 17, 2022 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

File Name	· #		Special Provision Title	Effective	Revised
80099	1		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
* 80274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3		Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6		Blended Finely Divided Minerals	April 1, 2021	
80241	7		Bridge Demolition Debris	July 1, 2009	
50261	8		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	9		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	10		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	11		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80384	12		Compensable Delay Costs	June 2, 2017	April 1, 2019
80198			Completion Date (via calendar days)	April 1, 2008	
80199	14		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	15		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	16	П	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261		Ħ	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		Ħ	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	1101. 1, 2014
80029		Ħ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80229		Ħ	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433		Ħ	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422		Ħ	High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
* 80443		П	High Tension Cable Median Barrier Removal	April 1, 2022	0dm 1, 2022
* 80444		Ħ	Hot-Mix Asphalt – Patching	April 1, 2022	
80442		П	Hot-Mix Asphalt – Start of Production	Jan. 1, 2022	
80438		Ħ	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80411		Ħ	Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045		Ħ	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418		Ħ	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80430			Portland Cement Concrete – Haul Time	July 1, 2020	,
34261		П	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80395		П	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	,
80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127			Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	35		Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	36		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	37		Submission of Payroll Records	April 1, 2021	•
80435	38		Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410	39		Traffic Spotters	Jan. 1, 2019	
20338	40		Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318	41		Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	42		Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	43		Vehicle and Equipment Warning Lights	Nov. 1, 2021	
80440	44		Waterproofing Membrane System	Nov. 1, 2021	
80302	45		Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	46		Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	47		Working Days	Jan. 1, 2002	

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80425 80387	Cape Seal Contrast Preformed Plastic Pavement Marking	Sections 405, 1003 Articles 780.08, 1095.03	Jan. 1, 2020 Nov. 1, 2017	Jan. 1, 2021
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2017 Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation	Articles 420.03, 420.03, 1103.20 Articles 804.04, 804.05	Jan. 1, 2017 Jan. 1, 2020	Jan. 1, 2010
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80423 80417	Geotechnical Fabric for Pipe Underdrains and	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
	French Drains	. ,		
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	•
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal Case I
- Building Removal Case II
- Building Removal Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

All Regional Engineers

Scott E. Stitt

Special Provision for Completion Date (via calendar days)

January 14, 2011

This special provision was developed per the recommendations of an FHWA/IDOT Joint Process Review to establish a form of contract time which is based upon a set number of calendar days.

This special provision should be used at the district's discretion and per the guidance in Chapter 66 of the Bureau of Design and Environment Manual.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the April 29, 2011, and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory January 14, 2011.

80198m

# **COMPLETION DATE (VIA CALENDAR DAYS) (BDE)**

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

80198

### CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

<sup>1/</sup> Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (<a href="http://www.epa.gov/cleandiesel/verification/verif-list.htm">http://www.epa.gov/cleandiesel/verification/verif-list.htm</a>), or verified by the California Air Resources Board (CARB) (<a href="http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm">http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm</a>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

<sup>2/</sup> Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

### PORTLAND CEMENT CONCRETE - HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

"(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge,	Maximum Haul Time <sup>1/</sup> (minutes)						
°F (°C)	Truck Mixer or Truck Agitator	Nonagitator Truck					
50 - 64 (10 - 17.5)	90	45					
> 64 (> 17.5) - without retarder	60	30					
> 64 (> 17.5) - with retarder	90	45					

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer."

To: Regional Engineers

From: Jack A. Elston

Subject: Special Provision for Subcontractor Mobilization Payments

Int A. E.

Date: January 11, 2019

This special provision was developed by the Bureau of Construction and Office of Chief Council to comply with Illinois Procurement Code 30 ILCS 500/30-50. It has been revised to shorten the timing of the mobilization payment from "at least 14 days" to "at least 7 days" prior to the subcontractor starting work

This special provision should be inserted into all contracts.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the April 26, 2019 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory January 11, 2019.

80391m

# **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the

following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%"

To: Regional Engineers

From: Jack A. Elston

Subject: Special Provision for Vehicle and Equipment Warning Lights

Date: July 23, 2021

This special provision was developed to ensure the Contractor's vehicles and equipment are properly equipped with warning lights.

This special provision should be inserted into all contracts.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the November 5, 2021 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

80439m

# **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. The lights shall be in operation while the vehicle or equipment is engaged in construction operations."

80439

# **WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ......1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.
  - Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.
- (I) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

# Kendall County Prevailing Wage Rates posted on 5/18/2022

							Ove	rtime						
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		45.90	46.90	1.5	1.5	2.0	2.0	14.36	16.90	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
CEMENT MASON	All	ALL		49.20	51.20	2.0	1.5	2.0	2.0	11.15	25.07	0.00	0.55	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	All	BLD		41.41	43.81	1.5	1.5	2.0	2.0	18.30	11.59	0.00	1.45	
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		51.00	55.25	1.5	1.5	2.0	2.0	20.55	14.28	0.00	1.79	
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		47.60	49.10	1.5	2.0	2.0	2.0	14.99	23.55	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	14.36	16.90	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	14.36	16.90	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	14.36	16.90	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
	-		7	56.60	57.60			2.0	2.0	21.40		2.00	-	
OPERATING ENGINEER	All	BLD	/			2.0	2.0	-	-	-	18.60		2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.77	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		45.50	48.23	1.5	1.5	2.0	2.0	16.75	19.04	0.00	1.25	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.58	14.56	0.00	0.96	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STEEL ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRUCK DRIVER	All	ALL	1	41.70	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.85	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TRUCK DRIVER	All	ALL	3	42.05	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TRUCK DRIVER	All	ALL	4	42.25	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

# Legend

**Rg** Region

**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number

listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

### **Explanations KENDALL COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain. CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walks, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welder.

### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

### **OPERATING ENGINEERS - FLOATING**

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same

job duties as the classification entitled "Material Tester/Inspector II".

### **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 in this bid will be considered not 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 bid.

### 2. Work Schedule

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. 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 on extenuating circumstances will be final.

Subsequent to the award of the bid, 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
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Christmas Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve, ½ Day (afternoon)

All work shall be prohibited during certain public events in said area.

# 3. Safety Officer

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

### 4. 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.

# 5. **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.

### 6. Bid Bond

Unless specifically waived, each bid shall be accompanied by a bid security 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 the required insurance and bonds. 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 through the Demandstar bid portal and the original must be mailed to: Village of Oswego, Attn. Shanel Gayle, Bid Bond, 100 Parkers Mill, Oswego, Il 60543.

# 7. Performance, Labor and Material Payment Bonds

The successful bidder shall furnish at the time of execution of the contract a performance bond for the full amount 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.

Performance bond satisfactory to the Village must be executed by a Surety Company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village, in 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 performance, labor and material payment bond must be emailed to sgayle@oswegoil.org and the original must be mailed 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 bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the Village as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bonds.

### 8. **Delivery of Materials**

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation 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.

# 9. <u>Injury to Property</u>

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 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.

# 10. 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.

### INSTRUCTIONS TO BIDDERS

# 1. Preparation and Submission of Bids:

- A. Each bid shall be submitted on the exact form furnished. 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 a complete Bid package, including the following items:
  - a) Signed Contract
  - b) Signed Bid Sheet
  - c) Detailed Exception Sheet
  - d) Subcontractors List
  - e) References
  - f) Signed Contractor Bid Agreement
  - g) Bid Bond (scanned and mailed)
- 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 it. 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 owner (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 a Certificate 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.
- 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, at sgayle@oswegoil.org. Answers will be provided in writing to all potential Bidders; 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 thereto.

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 website. In the event of a conflict with the original contract documents, addenda shall govern all other contract 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 quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

3. <u>Conditions</u>: 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 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 and prevailing wages
- 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 organization.
  - 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 Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
  - C. All awards made in accordance with this Code are final determinations.
  - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
  - E. 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/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 un-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. If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.
  - E. 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**

This contract is entered into this	day of	2022, by and between the Village
of Oswego (Village) and		(Contractor).

The entire Bid package together with all Exhibits and attachments and the following sections apply to all bids requested and accepted by the Village and become a part of the 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 and intends to comply with them unless noted otherwise.

- 1. **<u>Definitions:</u>** The definitions set forth in the Bid Packet are incorporated herein.
- 2. <u>Conditions:</u> 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: Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
- 4. <u>Billing/Invoicing:</u> 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, Illinois Compiled Statutes, Ch. 50, Sec. 505, 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 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.

5. <u>Insurance and Bond Requirements:</u> 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. <u>Commercial General Liability Insurance</u>. 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. <u>Comprehensive Automobile Liability Insurance</u>. 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. <u>Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance</u>. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above on a following-form basis 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.
  - i. 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. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or

switched to an occurrence form, the Firm shall be required to purchase supplement extended reporting period coverage for a period of not less than 2 years.

- 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, including excess or umbrella liability policies, 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 additional insured status 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 cancelation 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 and shall be provided by Endorsement CG 20 01. 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 acceptable to the Village.
- 6. <u>Indemnification:</u> 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 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 hereunderor claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of 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 or 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. <u>Liquidated Damages:</u> 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 \$1,425, 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. <u>Contract Term:</u> The contract shall begin upon contract approval and terminate upon completion of work.
  - Base Bid Completion Date:
    - Stage 1 March 31<sup>st</sup>, 2023.
    - Coordination required with KCHD (Roadway Project).
    - Possible extension to April 30<sup>th</sup>, 2023 based on substantial completion and watermain project ahead of the KCHD roadway project.
  - Alternate Bid Completion Date:

- Stage 2 June 30<sup>th</sup>, 2023.
- Contractor Notice Frist Project Invoice starting after May 1<sup>st</sup>, 2023.
- 7. <u>Change Orders:</u> 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 contracted amount; and
  - D. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than twenty-five thousand dollars (\$25,000.00).
- 8. <u>Compliance with Laws and Regulations:</u> In addition to the Bid and performance bonds set forth above, 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.
  - 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.
- 9. <u>Independent Contractor:</u> 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 Labors 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. <u>Assignment:</u> 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.
- 12. <u>Governing Law:</u> 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.
- 13. <u>Changes in Law:</u> 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.
- 14. <u>Time:</u> 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.
- 15. <u>Termination:</u> 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.
- 16. <u>Piggybacking Clause:</u> This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. 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.

#### 17. **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.

## **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	CONTRACTOR:
By: Village President	By: Signature
	Print Name and Title
Attest:	Attest:
Village Clerk	Witness

## **BID COST SHEET (INSERT 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:

Base Bid Cost	\$	
Alternate Cost	Amount	
Total Alternate Cost	\$	
Total Project Cost including all alternate costs:	\$	
Signature of Authorized Representative	Da	te

## **BASE BID SHEET**

**PROJECT NAME**: FUTURE COLLINS RD. WATER MAIN EXTENSION

Schedule of prices for construction of Future Collins Rd. Water Main Extension is in accordance with the Contract Documents.

	BASE BID PAY ITEMS							
1.00	PAY ITEM #	EARTHWORK & EROSION CONTROL	UNITS	QUANTITY	UNIT COST	COST		
1.01	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7,474	\$	\$		
1.02	25000110	SEEDING, CLASS 1A	ACRE	0.14	\$	\$		
1.03	25000210	SEEDING, CLASS 2A	ACRE	0.04	\$	\$		
1.04	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	93	\$	\$		
1.05	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	93	\$	\$		
1.06	25100115	MULCH, METHOD 2	ACRE	0.18	\$	\$		
1.07	25100630	EROSION CONTROL BLANKET - TEMPORARY	SQ YD	194	\$	\$		
1.08	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	732	\$	\$		
1.09	28000400	PERIMETER EROSION BARRIER	FOOT	9,620	\$	\$		
1.10	28000500	INLET AND PIPE PROTECTION	EACH	3	\$	\$		
1.11	X0326806	WASHOUT BASIN	L SUM	1	\$	\$		
1.00		EARTHWORK & EROSION CONTROL			Sub-Total	\$		

	BASE BID PAY ITEMS						
2.00	PAY ITEM #	PAVEMENT	UNITS	QUANTITY	UNIT COST	COST	
2.01	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	114	\$	\$	
2.02	44000100	PAVEMENT REMOVAL	SQ YD	114	\$	\$	
2.03	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	31	\$	\$	
2.04	44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	114	\$	\$	
2.05	48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	33	\$	\$	
2.06	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	80	\$	\$	
2.07	40201000	AGGREGATE FOR TEMPORARY ACCESS (UTILITY TRENCH)	SQ YD	114	\$	\$	
2.08	X0327036	BIKE PATH REMOVAL & REPLACEMENT	SQ YD	51	\$	\$	
2.00		PAVEMENT			Sub-Total	\$	

	BASE BID PAY ITEMS					
3.00	PAY ITEM #	WATERMAIN	UNITS	QUANTITY	UNIT COST	COST
3.01	20800150	TRENCH BACKFILL (CA-6 or CA-7)	CU YD	390	\$	\$
* 3.02	56101120	WATER MAIN, 24" MIN. (CASING PIPE - WM QUALITY)	FOOT	58	\$	\$
* 3.03	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	73	\$	\$
3.04	56103200	DUCTILE IRON WATER MAIN 10"	FOOT	302	\$	\$
* 3.05	56103300	DUCTILE IRON WATER MAIN 12"	FOOT	7,918	\$	\$
* 3.06	56103400	DUCTILE IRON WATER MAIN 16"	FOOT	2,770	\$	\$
* 3.07	56105100	WATER VALVES 10"	EACH	1	\$	\$
* 3.08	56105200	WATER VALVES 12"	EACH	21	\$	\$
* 3.09	56105760	BUTTERFLY VALVES 16"	EACH	6	\$	\$
* 3.10	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	5	\$	\$
* 3.11	60249000	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	22	\$	\$
* 3.12	60249010	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	\$	\$
* 3.13	X6026622	VALVE VAULTS TO BE REMOVED	EACH	3	\$	\$
* 3.14	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	34	\$	\$
* 3.15	X5610662	WATER MAIN TO BE ABANDONED, 12"	FOOT	293	\$	\$
* 3.16	X5610708	WATER MAIN REMOVAL, 8"	FOOT	67	\$	\$
* 3.17	X5610712	WATER MAIN REMOVAL, 12"	FOOT	257	\$	\$
* 3.18	X0325379	TRENCHLESS PIPE INSTALLATION	FOOT	65	\$	\$
3.19	X5630010	CUT AND CAP EXISTING 10" WATER MAIN	EACH	1	\$	\$
* 3.20	X5630012	CUT AND CAP EXISTING 12" WATER MAIN	EACH	2	\$	\$
* 3.21	X5630708	CONNECTION TO EXISTING WATER MAIN 8"	EACH	1	\$	\$
3.22	X5630710	CONNECTION TO EXISTING WATER MAIN 10"	EACH	1	\$	\$
* 3.23	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	2	\$	\$
* 3.24	X5630716	CONNECTION TO EXISTING WATER MAIN 16"	EACH	2	\$	\$
3.25	Z0045312	PRESSURE CONNECTION 16" X 12"	EACH	1	\$	\$
3.26	X0324931	DUCTILE IRON SLEEVE, 8"	EACH	1	\$	\$
3.27	X0324930	DUCTILE IRON SLEEVE, 12"	EACH	2	\$	\$
3.28	X0327749	DUCTILE IRON SLEEVE, 16"	EACH	2	\$	\$
3.00		WATERMAIN			Sub-Total	\$

	BASE BID PAY ITEMS						
4.00	PAY ITEM #	STORM SEWER	UNITS	QUANTITY	UNIT COST	COST	
4.01	55100500	STORM SEWER REMOVAL 12"	FOOT	33	\$	\$	
* 4.02	Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	67	\$	\$	
* 4.03	Z0056654	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	54	\$	\$	
4.00	4.00 STORM SEWER				Sub-Total	\$	

	BASE BID PAY ITEMS						
5.00	PAY ITEM #	SANITARY SEWER	UNITS	QUANTITY	UNIT COST	COST	
5.01	20800150	TRENCH BACKFILL	CU YD	280	\$	\$	
5.02	Z0057000	SANITARY SEWER 10" (PVC, SDR 26)	FOOT	49	\$	\$	
5.03	Z0057100	SANITARY SEWER 12" (PVC, SDR 21)	FOOT	183	\$	\$	
5.04	X6022810	MANHOLES, SANITARY, 4'-DIAMETER, WITH SPECIAL FRAME AND LID	EACH	2	\$	\$	
5.05	X6026054	SANITARY MANHOLES TO BE REMOVED	EACH	1	\$	\$	
5.06	X0326713	SANITARY SEWER CONNECTION	EACH	1	\$	\$	
5.07	X0323577	SANITARY SEWER TELEVISION INSPECTION, VIDEOTAPING AND RECORDING	FOOT	232	\$	\$	
5.00		SANITARY SEWER			Sub-Total	\$	

Ī	BASE BID PAY ITEMS						
I	6.00	PAY ITEM #	MISCELLANEOUS	UNITS	QUANTITY	UNIT COST	COST
*	6.01	X0100003	CLEARING & GRUBBING	SQ YD	2,798	\$	\$
	6.02	67100100	MOBILIZATION	L SUM	1	\$	\$
*	6.03	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$	\$
*	6.04	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	30	\$	\$
*	6.05	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$	\$
*	6.06	XXXXXX15	MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DIRECTION	L SUM	1	\$ 30,000.00	\$ 30,000.00
Ī	6.00		MISCELLANEOUS			Sub-Total	\$

BASE BID SUMMARY (SUB-TOTAL OF EACH SECTION FROM ABOVE)				
1.00	EARTHWORK & EROSION CONTROL	\$		
2.00	PAVEMENT	\$		
3.00	WATERMAIN	\$		
4.00	STORM SEWER	\$		
5.00	SANITARY SEWER	\$		
6.00	MISCELLANEOUS	\$		
BASE BID T	BASE BID TOTAL COST			

BASE BID TOTAL CO	SUDOW NI TE
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The Village of Oswego reserves the right to award the contract to the lowest responsible Bidder for the BASE BID TOTAL COST exclusively and/or ALTERNATE BID TOTAL COST, whichever is deemed to be in the best interest of the Village of Oswego at the Village's sole discretion. Each Bidder must submit bids for the BASE BID, and ALTERNATE BID to be eligible for the award of the contract and conditions based on staging and schedule.

## ALTERNATE BID COST SHEET (INSERT 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:

Alternate Bid Cost	\$	
Total Project Cost including all Alternate Costs:	<u>\$</u>	
Signature of Authorized Representative	Da	nte

## **ALTERNATE BID SHEET**

**PROJECT NAME**: FUTURE COLLINS RD. WATER MAIN EXTENSION

Schedule of prices for construction of <u>Future Collins Rd. Water Main Extension</u> is in accordance with the Contract Documents.

	ALTERNATE BID PAY ITEMS						
A1.00	PAY ITEM #	EARTHWORK & EROSION CONTROL	UNITS	QUANTITY	UNIT COST	COST	
A1.01	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	4,024	\$	\$	
A1.02	25000210	SEEDING, CLASS 2A	ACRE	0.48	\$	\$	
A1.03	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	449	\$	\$	
A1.04	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	449	\$	\$	
A1.05	25100115	MULCH, METHOD 2	ACRE	1	\$	\$	
A1.06	25100630	EROSION CONTROL BLANKET - TEMPORARY	SQ YD	2,299	\$	\$	
A1.07	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	72	\$	\$	
A1.08	28000400	PERIMETER EROSION BARRIER	FOOT	1,641	\$	\$	
A1.09	28000500	INLET AND PIPE PROTECTION	EACH	8	\$	\$	
A1.10	X0326806	WASHOUT BASIN	L SUM	1	\$	\$	
A1.00					Sub-Total	\$	

ALTERNATE BID PAY ITEMS						
A2.00	PAY ITEM #	PAVEMENT	UNITS	QUANTITY	UNIT COST	COST
A2.01	35101582	AGGREGATE BASE COURSE, TYPE B 2"	SQ YD	43	\$	\$
A2.02	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	123	\$	\$
A2.03	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	380	\$	\$
A2.04	42400800	DETECTABLE WARNINGS	SQ FT	40	\$	\$
A2.05	44000100	PAVEMENT REMOVAL	SQ YD	123	\$	\$
A2.06	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	44	\$	\$
A2.07	44000600	SIDEWALK REMOVAL	SQ FT	380	\$	\$
A2.08	44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	123	\$	\$
A2.09	48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	141	\$	\$
A2.10	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	72	\$	\$
A2.11	40201000	AGGREGATE FOR TEMPORARY ACCESS (UTILITY TRENCH)	SQ YD	123	\$	\$
A2.12	X0327036	BIKE PATH REMOVAL & REPLACEMENT	SQ YD	340	\$	\$
2.00					Sub-Total	\$

	ALTERNATE BID PAY ITEMS						
A3.00	PAY ITEM #	WATERMAIN	UNITS	QUANTITY	UNIT COST	COST	
A3.01	20800150	TRENCH BACKFILL (CA-6 or CA-7)	CU YD	130	\$	\$	
A3.02	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	7	\$	\$	
A3.03	56103300	DUCTILE IRON WATER MAIN 12"	FOOT	1,434	\$	\$	
A3.04	56103400	DUCTILE IRON WATER MAIN 16"	FOOT	1,043	\$	\$	
A3.05	56105200	WATER VALVES 12"	EACH	2	\$	\$	
A3.06	56105760	BUTTERFLY VALVES 16"	EACH	3	\$	\$	
A3.07	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	3	\$	\$	
A3.08	60249000	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$	\$	
A3.09	60249010	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5	\$	\$	
A3.10	X6026622	VALVE VAULTS TO BE REMOVED	EACH	2	\$	\$	
A3.11	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	9	\$	\$	
A3.12	X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	974	\$	\$	
A3.13	X5610708	WATER MAIN REMOVAL, 8"	FOOT	36	\$	\$	
A3.14	X5630008	CUT AND CAP EXISTING 8" WATER MAIN	EACH	8	\$	\$	
A3.15	X5630016	CUT AND CAP EXISTING 16" WATER MAIN	EACH	1	\$	\$	
A3.16	X5630708	CONNECTION TO EXISTING WATER MAIN 8"	EACH	1	\$	\$	
A3.17	X5630716	CONNECTION TO EXISTING WATER MAIN 16"	EACH	1	\$	\$	
A3.18	Z0045002	PRESSURE CONNECTION 12" X 8"	EACH	1	\$	\$	
A3.19	Z0045308	PRESSURE CONNECTION 16" X 8"	EACH	1	\$	\$	
A3.20	X0324931	DUCTILE IRON SLEEVE, 8"	EACH	1	\$	\$	
A3.21	X0327749	DUCTILE IRON SLEEVE, 16"	EACH	1	\$	\$	
A3.00	A3.00 Sub-Total \$					\$	

	ALTERNATE BID PAY ITEMS						
A4.00	PAY ITEM #	STORM SEWER	UNITS	QUANTITY	UNIT COST	COST	
A4.01	55100500	STORM SEWER REMOVAL 12"	FOOT	40	\$	\$	
A4.02	55101200	STORM SEWER REMOVAL 24"	FOOT	55	\$	\$	
A4.00	A4.00					\$	

	ALTERNATE BID PAY ITEMS					
A5.00 PAY ITEM # SANITARY SEWER UNITS QUANTITY UNIT COST						COST
A5.00	A5.00					N/A

	ALTERNATE BID PAY ITEMS						
	A6.00	PAY ITEM #	MISCELLANEOUS	UNITS	QUANTITY	UNIT COST	COST
*	A6.01	X0100003	CLEARING & GRUBBING	SQ YD	786	\$	\$
	A6.02	67100100	MOBILIZATION	L SUM	1	\$	\$
*	A6.03	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$	\$
*	A6.04	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	20	\$	\$
*	A6.05	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$	\$
*	A6.06	XXXXXX15	MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DIRECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00
	6.00					Sub-Total	\$

ALTERNATE BID SUMMARY (SUB-TOTAL OF EACH SECTION ABOVE)					
A1.00	EARTHWORK & EROSION CONTROL	\$			
A2.00	PAVEMENT	\$			
A3.00	WATERMAIN	\$			
A4.00	STORM SEWER	\$			
A5.00	SANITARY SEWER	N.	/A		
A6.00	MISCELLANEOUS	\$			
ALTERNATE	ALTERNATE BID TOTAL COST				

# ALTERNATE BID TOTAL COST IN WORDS \_\_\_\_\_

The Village of Oswego reserves the right to award the contract to the lowest responsible Bidder for the BASE BID TOTAL COST exclusively and/or ALTERNATE BID TOTAL COST, whichever is deemed to be in the best interest of the Village of Oswego at the Village's sole discretion. Each Bidder must submit bids for the BASE BID, and ALTERNATE BID to be eligible for the award of the contract and conditions based on staging and schedule.

#### **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

Project Name: Collin's Road Watermain Extension Project

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	