



INVITATION TO BID

Requesting:	Bid(s) For Venue 1012 Turf Grass Irrigation System
Issue Date:	March 30, 2023
Pre-Bid Meeting:	N/A
Pre-Bid Meeting Location:	N/A
Last Date for Questions:	April 5, 2023, at 9:00 AM local time
Addendum Posted:	
Proposals Due:	<u>April 11, 2023, at 10:30 AM local time</u>
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

All questions concerning this solicitation shall be submitted via e-mail to cburns@oswegoil.org 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 cburns@oswegoil.org for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

[Christina](#) Burns, Deputy Village Administrator in writing at cburns@oswegoil.org

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LEGAL NOTICE

INVITATION TO BID IRRIGATION SYSTEM

The Village of Oswego will be accepting bids for Venue 1012 Irrigation System until April 11, 2023, at 10:30 AM local time. Bids will be virtually opened and read aloud publicly on the same day and time by going to bids.oswegoil.org.

Project Title: Venue 1012 Irrigation System
Proposal No. 23-6040-23

The project consists of installation of turf grass irrigation system at Venue 1012.

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

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

Bidders are advised of the following requirements of this contract:

1. 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 cburns@oswegoil.org until April 3, 2023, at 9:00 AM local time. Responses will be posted in DemandStar by April 5, 2023, at 12:00 PM local time.

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

SPECIAL PROVISIONS

The following Special Provisions supplement the Standard Specifications: All items of this project shall be governed by specifications included in the documents listed:

- "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".
- "Supplemental Specifications and Recurring Special Provisions" adopted by the Illinois Department of Transportation (latest edition).
- "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).
- "Standard Specifications for Water and Sewer Main Construction in Illinois" (latest edition).
- "Illinois Manual on Uniform Traffic Control Devices for Streets & Highways". (latest edition).
- "Fox Metro Water Reclamation District Standard Specifications" (latest edition)
- In the event of a conflict between these various standards, the Village of Oswego Subdivision and Development Control Regulations standards shall apply. (latest edition).

LOCATION OF PROJECT

This project is located at 1012 Station Dr. in the Village of Oswego, Kendall County, Illinois.

DESCRIPTION OF PROJECT

The installation of underground sprinkler irrigation system at Venue 1012 as shown in exhibit A.

SPECIAL CONDITIONS

- 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 in the contract.

OTHER PERTINENT INFORMATION

Contractor to provide concept layout as part of bid package for Village to review.

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.

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. The 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 a result of this coordination.

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

- No additional projects have been identified at the time of drafting the bid documents.

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:

- Village of Oswego – Community Development/Building and Zone
 - Village Approval
 - Executed Contract Documents and Notice to Proceed

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 not be allowed to close any roadway travel lanes at any time and for the entire duration of the project. No additional compensation will be allowed to the Contractor due to this roadway restriction or scope of work.

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 separately, but will be considered incidental to the contract and no additional compensation 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.

SAW CUTTING

This work (as necessary or required) 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.

IRRIGATION SYSTEM

GENERAL

DESCRIPTION BASE BID

A. Provide the installation of underground sprinkler system. Contractor to provide concept layout as part of bid package. Work includes:

1. All permits, permit fees and related inspections
2. Controllers, enclosures, and control wire.
3. Fall winterization and spring start-up service. For one year after date of final acceptance
4. Excavation and backfilling related to underground sprinkler system work. Including installing associated RPZ that meets backflow requirements and Water meter to be placed in a meter box. (Village to provide water meter at no cost to the contractor)
5. Install all plumbing and electrical work to comply with all local building code requirements. To include rain and soil sensor
6. Testing of all mains, laterals, fittings, sprinkler heads, quick coupler valves, control valves and controllers.
7. Associated exterior plumbing and electrical work, including controller connections and accessories to complete the system.
8. Include a minimum of two (2) full business days to review the operation of the irrigation system with owners' representative once the system is 100% operational.
9. Sprinkler systems. New or replacement sprinkler systems shall be equipped with a WaterSense labeled irrigation controller and shall be in compliance with section 2.5(g) of the Illinois Plumbing License Law [225 ILCS 320].

Note – an existing 1" water service is currently available for use on the Venue 1012 site as shown on Exhibit A, attached. This may be utilized to service the proposed irrigation system if design requirements as detailed below can be met. If not, a new connection may be required per the Alternate Bid below.

DESCRIPTION ALTERNATIVE BID

1. Pressure tap of new water service to existing 12-inch water main.

QUALITY ASSURANCE

1. The contractor shall coordinate the work related to this contract with the work of other trades.
2. Construct the system to grade and in conformance to areas and locations designated on the drawings.
3. Excavating, backfilling and compacting operations: Comply with earthwork requirements and as specified.
4. Installer's qualifications: Minimum of five (5) years experience installing underground sprinkler systems of comparable size.
5. Underground sprinkler system work shall be performed only by experienced workmen familiar with sprinkler system installation work under the supervision of a qualified experienced superintendent
6. All materials shall be supplied from a single source distributor.

SUBMITTALS

1. Include piping layout and details illustrating location and types of sprinkler heads, valves, and control systems. Show sprinkler head coverage.
2. Include written instructions for future service and maintenance.
3. Include instruction sheets and parts lists covering all operating equipment.
4. Maintain record drawings current with actual construction on a daily basis during system installation.

5. Provide a reproducible irrigation system record drawing showing sprinkler head, valves, drains, piping layout, controllers, quick coupler, and automatic valves. Final payment shall not be made for this work without the receipt of an accurate as-built drawing.

GUARANTEE

1. Guarantee shall include responsibility for removal and replacement of work, which conceals underground sprinkler system work.
2. Guarantee underground sprinkler system against defects in workmanship and materials for one (1) year from date of acceptance.
3. Guarantee includes contractor returning to the site for fall winterization and spring start-up service for one year after date of final acceptance.
4. Guarantee that all trenches and other disturbed areas shall be free from heaving and/or settling by more than one-quarter (1/4") inch. If necessary, adjust the grade, re-grade the trench and re-seed. This no settlement guarantee shall extend over the entire one (1) year guarantee from date of acceptance.

MATERIALS

1. All material to be incorporated in this system shall be new, without flaws or defect and of quality and performance as specified. All material overages at the completion of the installation are the property of the contractor and are to be removed from site.

SPRINKLER EQUIPMENT - Accepted Manufacturers

1. Toro
2. Rain Bird
3. Hunter

SPINKLER HEADS

1. The full or part-circle sprinklers shall be a gear driven rotary type. The sprinkler shall be of a pop-up design with an overall height of 8-1/2", a body diameter of 2-1/2", a cap diameter of 3-3/8" and a pop-up stroke of 4". The sprinkler shall be

mounted at finish grade and shall have a 1" NPT or BSP female threaded inlet. The sprinkler shall be capable of covering up to a 52' radius at 60 pounds per square inch pressure with a discharge rate of 10.2 gallons per minute. Water distribution shall be via two (2) nozzles that thread into a 2" diameter nozzle turret. The dual color-coded nozzles shall elevate 4" when in operation.

2. The body and cap of the sprinkler shall be injection molded from ABS, a non-corrosive, impact-resistant, UV-resistant, heavy-duty plastic material. The cover and nozzle top shall be injection molded from Alcryn, a synthetic rubber, and be capable of providing excellent impact resistance. The sprinkler shall be available with a plastic or stainless-steel riser. The sprinkler shall have a plastic filter screen sized to prevent entry of foreign material into the nozzle. All components shall be removable from the top of the sprinkler case via a snap ring retention method.
3. The sprinkler shall have a single-piece riser/body seal that regulates flutings during pop-up and retraction to clear any debris from around the riser and a heavy-duty stainless-steel spring to ensure positive retraction. Rotation shall be accomplished by a water lubricated planetary gear-drive assembly driven by a variable reversing stator that maintains a constant speed of rotation with all nozzles. The variable reversing stator shall require no adjustments when changing nozzles.
4. The sprinkler shall incorporate an anti-vandal arc memory feature that allows the nozzle to be turned beyond its watering borders without incurring any internal damage. If turned beyond its watering borders, the sprinkler shall automatically return to the previously set arc. The sprinkler shall have a standard rubber cover available in black, or lavender for effluent water use applications.

CONTROL SYSTEM

1. The field controller, Hunter ICC2 controller or equal to and approved by Village shall use modular solid-state control technology and be capable of automatic, semi-automatic and manual operations. It shall be housed in a locking, weatherproof, enclosure constructed of plastic or heavy-gauge painted, stainless steel with corrosion-resistant finish inside and out. Access to all wiring connections is through a locking door.
2. The controller shall have three modes of operation: central, stand-alone and off. Time-of-day, day-of-week, programming, and operational status shall be shown in two large LCD displays. While operating in stand-alone mode, the controller shall have a 12/24-hour real-time clock.
3. The system will be set to operate on even calendar days between the hours of 4:00 am and 9:00 am.

EXCAVATION AND BACKFILLING AND RESORATION

1. Excavating shall be considered unclassified and shall include all materials encountered, except materials that cannot be excavated by normal mechanical means. Excavate trenches of sufficient depth and width to permit proper handling and installation of pipe and fittings. Excavate to depths required to provide two (2") inch depth of earth fill or sand bedding for piping when rock or other unsuitable bearing material is encountered.
2. All mainline and continuously pressurized pipe is to be installed using open trenches. Lateral pipe may be installed by "plowing" if soil conditions permit and soils do not contain gravel, rock, construction debris or other potentially damaging material.
3. The top ten (10") inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any special soil mixture shall be replaced to the original condition it was prior to irrigation installation. Use of a 60/40 Kentucky Blue Grass/ryegrass seed mix will be used for re-seeding and restoration of all disturbed areas, unless otherwise approved by the Village.
4. Fill to within six (6") inches of final grade with approved excavated or borrows fill materials free of lumps or rocks larger than two (2") inches in any dimension.
5. Provide approved fine grained earth fill or sand to a point four (4") inches above the top of pipe, where soil conditions are rocky or otherwise objectionable.
6. Fill to match adjacent grade elevation with approved earth fill material. Place and compact fill in layers not greater than eight (8") inches in depth.

SPRINKLER INSTALLATION

1. Install fittings and sprinkler heads in accordance with manufacturer's instructions, except as otherwise indicated.
2. Set sprinkler heads perpendicular to finished grades, except as otherwise indicated and positioned to prevent contact with grounds maintenance equipment. Locate sprinkler heads to assure proper coverage of indicated areas. Do not exceed sprinkler head spacing distances indicated.

FLUSHING AND TESTING

1. The sprinkler main shall be tested under normal water pressure for a period of twelve (12) hours.

2. If leaks occur, repair, and repeat the test. Give the owner's representative twenty-four (24) hours notice prior to testing.
3. Adjustment of the sprinkler heads and automatic equipment shall be done by the contractor upon completion of installation to provide optimum performance. The contractor shall make minor adjustment during the guarantee period.
4. After all new sprinkler piping are in place and connected for a given section and all necessary division work has been completed, and prior to the installation of sprinkler heads, all control valves shall be opened, and a full head of water used to flush out the system.
5. Testing of the system shall be performed after completion of each section or completion of the entire installation. Any necessary repairs shall be made, at the contractor's expense, to put the system in good working order before the owner shall make final payment.

GENERAL CONDITIONS

1. Contractor Qualifications

The Contractor must be experienced in providing said services to local governments. Submitters that cannot demonstrate successful previous experience in the work of the type in this contract will be considered 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 contract.

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

The project must be completed by

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, ½ Day (afternoon)
Christmas Day	

3. Customer Service & Private Property

- Respect for the property is very important. The Contractor should consider specialized equipment to minimize property damage.
- The Contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage.
 - All driveways or sidewalks in the construction zone should be photographed by the Contractor prior to initiation of work.
 - Said photographs will support defense by Contractor against claims for the same.
 - Unresolved claims against the Contractor will delay approval of the final payment.

4. **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.

5. **Method of Assignment**

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

6. **Equipment**

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

7. **Traffic Control and Public Safety**

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

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

- A. Manual on Uniform Traffic Control Devices.
- B. Regulations of the Department and the Village of Oswego.
- C. Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
- D. All subsequent revisions and supplements to the above documents.
- E. The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- F. The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- G. The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to the same.
- H. Work can be completed during late evening or overnight hours when traffic is minimal.

8. **Bid Bond**

Unless specifically waived, each bid shall be accompanied by a bid 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.

9. **Performance and Labor and Material Payment Bonds**

Unless specifically waived or amended, 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 sub-contractors.

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.

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.

10. **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.

11. **Billing/Invoicing**

All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 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 contract, or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

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

12. **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.

13. **Injury to Property**

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

14. **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.

15. **Maintenance of Traffic**

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

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

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

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

INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of Bids:

- A. Each bid shall be submitted on the exact form furnished. 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) **One (1) electronic copy of the entire bid packet**
 - b) **Signed Contract**
 - c) **Signed Bid Sheet**
 - d) **Detailed Exception Sheet**
 - e) **Subcontractors List**
 - f) **References**
 - g) **Signed Contractor Bid Agreement**
 - h) **Bid Bond**
 - i) **Proposed plan showing conceptual layout of pipe network**
- 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 Christina Burns, Deputy Village Administrator, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email cburns@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. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
 - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
 - C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
 - D. All Bids shall be good 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 _____ 2023, 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. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** 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. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 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, etc.

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or

other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

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

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

- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 - 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 - 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
 - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
 - viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
 - ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.
6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

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

Base Bid Complete Date:

- May22, 2023
 - Contractor would not be able to start construction prior to May 1st, 2023 based on Village fiscal year budgeting.
7. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the 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. **Compliance with Laws and Regulations:** 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. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an Independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair 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. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
12. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
13. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
14. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
15. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
16. **Piggybacking Clause:** 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 it 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:

Attest: By: _____
Village President

Village Clerk

CONTRACTOR:

Witness: By: _____
Signature

Witness

Print Name and Title

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:

Attest: By: _____
Village President

Village Clerk

CONTRACTOR:

Witness: By: _____
Signature

Witness

Print Name and Title

BID COST SHEET

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

PROJECT NAME: VENUE 1012 IRRIGATION SYSTEM						
BASE BID						
	BASE BID	BASE BID	UNITS	QNTY	UNIT COST	COST
1.00	BASE BID	BASE BID	LSUM	1	\$	\$
					Sub-Total	\$
						\$
BASE BID TOTAL COST IN WORDS						

ALTERNATE BID						
		ALTERNATE BID	UNITS	QNTY	UNIT COST	COST
2.00		ALTERNATE BID	LSUM	1	\$	\$
					Sub-Total	\$
						\$
ALTERNATE BID TOTAL COST IN WORDS						

TOTAL PROJECT COST INCLUDING ALTERNATE						
1.00		BASE BID			Sub-Total	\$
2.00		ALTERNATE BID			Sub-Total	\$
					TOTAL	\$
TOTAL PROJECT COST INCLUDING ALTERNATE:						

****Contractor to provide concept layout as part of bid package for Village to review****

Signature of Authorized Representative

Date

DETAIL EXCEPTION SHEET

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

The Village reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

EQUIPMENT LIST

Name	Make	Model	Year	Use

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 *Village, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 2

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 3

Business Name

Address *Village, 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 *Village, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 2

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 3

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

CONTRACTOR BID AGREEMENT

TO:

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

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

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

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

Printed Name of Contractor

Company Name

Address

Village, State, Zip Code

Phone Number

Email Address

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Exhibit A- Venue 1012



Date Printed: 3/28/2023



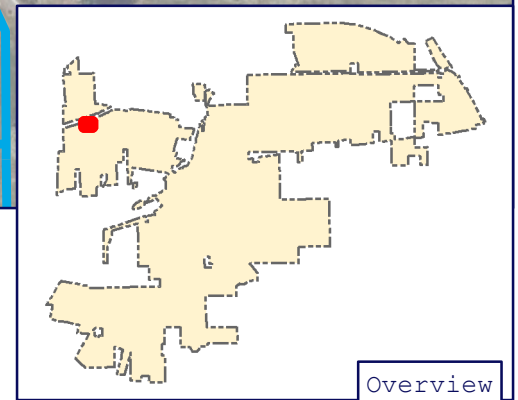
50



Feet



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act of 1976 (17 U.S.C. Sec 101 et seq). You are not permitted to use and/or reproduce any part of a copyrighted work of the Village of Oswego in violation of Federal Copyright Law. Doing so may result in prosecution under such law. If you wish to use property in which the Village of Oswego owns a copyright, you must obtain written permission through the Community Development Department in the Village of Oswego, located at 100 Parkers Mill, Oswego, Illinois 60543.



Overview