



Village of Buffalo Grove

Sewer Lining 2023

Bid and Contract Documents

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INVITATION TO BID

Sewer Lining 2023

The following request for bid involves sanitary sewer lining of approximately 3,726 linear feet of sanitary sewers in various sizes of cured-in-place lining (CIPP) and associated work. It also includes bids for alternates involving sanitary sewer lining of approximately 3,375 linear feet of sanitary sewers in various sizes of cured-in-place lining (CIPP) and associated work. All proposed work is within the Village of Buffalo Grove, Illinois, as herein specified and directed by the Deputy Director of Public Works Operations, Department of Public Works, 51 Raupp Boulevard, Buffalo Grove, Illinois, 60089.

For information on how to receive a copy of the Bid Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at <https://www.vbg.org/bids>

TIMELINE

Wednesday, February 1, 2023 at 11:30 am	Due date for all questions regarding the Work ("Question Due Date")
Thursday, February 9, 2023 at 11:30 am	Bid Proposals due to the Village ("Bid Due Date")

INSTRUCTIONS TO BIDDERS

QUESTIONS ON THE WORK

All comments, concerns and questions regarding the Work and these documents shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org with the subject line “Sewer Lining 2023”. All comments, concerns and questions regarding the Work must be received by the **11:30 AM local time** on the Question Due Date (defined above).

BID PROPOSAL DOCUMENTS

Each bidder must submit **copies** of the following documents (collectively, the “**Bid Proposal**”):

1. Executed and notarized Public Contract Statement set forth on **Exhibit A**;
2. Completed Schedule of Prices set forth on **Exhibit B**;
3. Completed Reference List set forth on **Exhibit C**;
4. A list of the requested changes to the Contract citing the specific Article within the Contract and the specific change requested.


BID SECURITY

Along with the Bid Proposal, each bidder must submit with its Bid Proposal a bank draft, cashier’s check, certified check or bid bond equal to at least ten percent (10%) of the Total Contract Price, as set forth in their Schedule of Prices (the “**Bid Security**”).

BID SUBMITTAL

All bid proposals must be submitted electronically through the Village’s Vendor Registry online procurement system by the Bid Due Date on **Thursday, February 9, 2023, 11:30 AM**. Hard copy bids will not be accepted. All bids will be opened and read publicly via the Teams video conferencing platform <https://bit.ly/3vGQkjk>

In order to submit a bid proposal, bidders shall:

1. Go to www.vbg.org/bids
2. Select on the project description, ‘Sewer Lining 2023’ and click the large red button at the top.

3. Log in to your account and enter your total bid price. This will be the as read bid price.
4. Bid Submittal Documents shall be a single attachment as a .pdf document (up to 200 MB)

VoBG-2023-06 Bids for Village of Buffalo Grove, Illinois

Sewer Lining 2023

NO WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn after the Bid Due Date without the consent of the Village for a period of ninety (90) calendar days after the Bid Due Date.

QUALIFICATION OF BIDDERS

It is the intention of the Village to award the Work only to a bidder who furnishes satisfactory evidence that they have the requisite qualifications, capital, experience, facilities, and ability to complete the Work successfully, promptly, and within the time frame set forth in these documents.

The Village reserves the right to make such investigations as it deems necessary to determine the qualifications and ability of any bidder. To that extent, all bidders agree to furnish to the Village any information and data requested by the Village in its investigation. Failure of a bidder to provide any information or data requested by the Village in its investigation will be grounds to reject that bidder from consideration for the Work.

INSTRUCTIONS TO BIDDERS

1. Bidders must inform themselves of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the structural integrity of the building, the conditions of the ground, building codes. No extra compensation will be given to any bidder who fails to apprise themselves of the conditions under which the Work is to be performed.
2. All exceptions requested by a bidder to the Contract must be submitted with their Bid Proposal.
3. Bidders shall be responsible, at their own expense, for all permits, business licenses and other licenses which may be required to complete the Work and required by local, county, state, or federal government.
4. All bidders are prohibited from making any contact with the Village President, Trustees, or any other official or employee of the Village (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village of Buffalo Grove Village Manager reserves the right to disqualify any bidder that is found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the State's Attorney for review and prosecution.
5. PREVAILING WAGE ACT - The Village is an Illinois unit of local government, and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

RESERVATION OF RIGHTS

The Village reserves the following rights regarding the bidding process:

1. The right to accept the Bid Proposal that is, in the Village's sole judgment, the best and most favorable to the interests of the Village and the public.
2. To reject the lowest bidder.
3. The right to award the Bid in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to award to multiple contractors and to reject any or all bids.
4. To accept and incorporate corrections, clarifications or modifications following the Bid Due Date when doing so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any bidder.
5. To waive irregularities and informalities in the procurement process or in any Bid Proposal; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and bidders shall not rely upon, or anticipate, such waivers in submitting their Bid Proposal.
6. To disqualify any bidder that is found to have contacted the Village's personnel in any manner with regard to the Work.
7. The right to approve or disapprove of any or all subcontractors, or insist on no subcontractors, in connection with any Bid Proposal.
8. Reject any subcontractor from working on the Work if they are not listed in the Bid Proposal.
9. The Village shall hold the Bid Security from the two (2) lowest bidders until the Contract is signed for the Work.
10. Disqualify any bidder who requests changes to the Contract when such changes were not submitted with their Bid Proposal.

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the “Contract Statement”) has been executed by the below supplier, contractor or vendor (collectively the “Contractor”) in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

_____.

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this ____ day of _____, 20__.

Print Name of Contractor

Signature

Print Title

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder:

Address of Bidder:

City _____ State _____ Zip _____

Telephone _____

Email Address: _____

The Bidder declares, represents and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Bid. In particular, the Bidder declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, and building codes. Bidder waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Prices a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance and Payment Bond required by the Contract, and (iii) provide all insurance required under the Contract within fifteen (15) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

BID SECURITY

Accompanying this Bid is a _____

in the amount of _____ Dollars

(\$ _____).

Note: (a) Insert the words “Bank Draft”, “Cashier’s Check”, “Certified Check” or “Bid Bond”, as the case may be.

(b) Amount must be equal to at least **ten percent (10%)** of the Total Base Bid.

EXHIBIT B - SCHEDULE OF PRICES (cont.)

Item	Item Description	Estimated Quantities	Unit Price	Extended Price
BASE BID				
1.	Traffic Control and Protection	1 Lump Sum		
2.	8" Cured-In-Place Pipe	2,865 LF		
3.	10" Cured-In-Place Pipe	272 LF		
4.	12" Cured-In-Place Pipe	589 LF		
5.	Reinstatement of Service Laterals	36 Each		
6.	Protruding Tap Removal	4 Each		
7.	8" End Seals	32 Each		
8.	10" End Seals	4 Each		
9.	12" End Seals	6 Each		
TOTAL BASE BID				
ALTERNATE BID 1				
A1-2.	8" Cured-In-Place Pipe	995 LF		
A1-3.	Reinstatement of Service Laterals	7 Each		
A1-4.	Protruding Tap Removal	1 Each		
A1-5.	8" End Seals	16 Each		
TOTAL ALTERNATE BID 1				
ALTERNATE BID 2				
A2-2.	8" Cured-In-Place Pipe	1,801 LF		
A2-3.	12" Cured-In-Place Pipe	579 LF		
A2-4.	Reinstatement of Service Laterals	65 Each		
A2-5.	Protruding Tap Removal	7 Each		
A2-6.	8" End Seals	22 Each		
A2-7.	12" End Seals	6 Each		
TOTAL ALTERNATE BID 2				

EXTENSION

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area or 3% whichever is less., for a possible one (1) year extensions (please initial)?

Yes _____ No _____

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

	<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

Date

Phone

Legal Entity

E-mail

(Sign here)

(Print Name)

EXHIBIT C – REFERENCE LIST

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

DESCRIPTION OF WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

Work consists of sanitary sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary pipes by the Inversion and Curing of a Resin Impregnated Tube process and all related and ancillary work. The work contained on this project is located within easements or right-of-ways within the Village. This work shall include preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection logs.

Care shall be taken when working at all locations. Contractor shall provide all traffic control and signs and barricades to protect their work sites at all times. All sites shall be kept clean with no disturbance caused to the surrounding private property areas.

The Contractor shall provide a project schedule taking into account weather conditions to minimize disruption of service to residents. Work under this contract will require coordination with other construction projects occurring in the same locations. This may require the Contractor to work on the weekends.

BID SPECIFICATIONS

1. MATERIALS & SERVICES TO BE PROVIDED BY THE VILLAGE

A. Water and Water Meter

The Village shall furnish water for sewer cleaning at no cost to the contractor. Water shall be obtained only from hydrants designated by the Village Director of Public Works or his designee and only through a meter obtained from the Village. There is a refundable deposit required for each meter. Water is also available at the Public Service Center for no charge, 51 Raupp Boulevard, Buffalo Grove, IL 60089. Whenever the proposed work is within the vicinity of this hydrant, the contractor shall obtain water from this hydrant only as determined by the Director of Public Works or his designee.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Village Public Works Director or his designee at the end of each week in which work occurs. The water meter shall only be used for the Village’s projects and shall not be used by the contractor for outside work.

All fire hydrants shall remain available for use by emergency services in the event of a fire and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break or RPZ backflow device is provided when obtaining water from Village hydrants.

Care must be taken to turn the hydrants on and off slowly so as not to damage the water system. Field use may be revoked if contractor does not follow this guideline. Any notice of damaged or faulty hydrants must be reported to the Department of Public Works.

B. Sewer Atlases

The Village shall furnish the contractor with one (1) 11" x 17" copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area. Atlases are also included in Appendix B of this document.

2. TECHNICAL SPECIFICATIONS

A. Design for Minimum CIPP Liner Thickness

Product, Manufacturer / Installer Qualification Requirements:

Since sewer products are intended to have a 50-year design life, and to minimize the Village's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

Products and Installers seeking approval must meet all the following criteria to be deemed commercially acceptable:

- i. For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the "Owner" to assure commercial viability.
- ii. For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the bid documents, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Contractor must have successfully installed at least 200,000 feet of the product bid in wastewater collection systems. **Acceptable documentation of these minimum installations must be submitted with the bid.**
- iii. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. Test samples shall be prepared to simulate installation methods and trauma of the product. No product will be approved without independent third-party testing verification.
- iv. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.
- v. Using steam to cure liners larger than 18-inch diameter will require prior approval by the Village. References must be provided to demonstrate the contractor's ability to successfully install the liners using this method.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The Village will advise of acceptance or rejection a minimum of three days prior to the due date. All required submittals must be satisfactory to the Village.

B. Materials

- i. Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Additional requirements for the Tube include:
 - a. The wet-out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
 - b. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance shall be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 - c. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
 - d. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - e. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 - f. Seams in the Tube shall be stronger than the non-seamed felt material.
 - g. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol.The tubes must be manufactured in the USA.
- ii. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators, or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

C. Structural Requirements

- i. The CIPP shall be designed as per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall. The liner should be designed using 5% ovality and groundwater level at the surface.
- ii. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM 0790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by

qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

- iii. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Owner.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly, or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

The following are the minimum nominal required CIPP (resin liner) thicknesses:

- iv. Existing sanitary and storm sewer pipe diameter six (6), eight (8), nine (9), ten (10) and (12) inch pipe- minimum nominal liner thickness six (6.0) millimeter.
- v. Existing sanitary and storm sewer pipe diameter fifteen (15) inch to eighteen (18) inch pipe- minimum nominal liner thickness seven and one half (7 .5) millimeter.
- vi. Existing sanitary sewer pipe diameter twenty-four (24) inch - minimum nominal liner thickness ten and one half (10.5) millimeter.

The Contractor shall calculate and verify the above referenced liner thickness requirements based on the fully deteriorated host pipe condition with a safety factor of two (2) as indicated in ASTM F 1216 design considerations. The existing pipe shall not be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design equation E_L . Actual values of pipe ovality and depth shall be used whenever possible. If ovality cannot be obtained, the minimum ovality of the host pipe shall be 5 percent. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.

Only if the calculated liner thickness exceeds the above referenced requirements the Contractor shall notify the Village and a determination shall be made as to which liner thickness shall control.

D. Testing Requirements

- i. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
- ii. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

- iii. CIPP Field Samples - When requested by the respective Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications. Samples for this project shall be made and tested as Follows:

CIPP samples shall be prepared for each installation designated by the Owner or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM, using either sampling method proposed. The flexural properties must meet or exceed the values listed in Table 1 of ASTM F1216 or the values submitted to the Owner by the Contractor for this project's CIPP wall design, whichever is greater.

E. End Seals

End Seals will be LMK's Insignia™ Hydrophilic End Seal Sleeve or approved equal. Installation will be in accordance with manufacturer methods.

F. Required Submittals

Submit to the Village for approval product data and catalogue cuts for all materials used in the installation of the CIPP, prior to ordering of material. Submittals shall contain:

- i. Date of submittal and dates of previous submittals.
- ii. Project title and number.
- iii. Contract identification.
- iv. Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
- v. Identification of product, with identification numbers, and drawing and specification section numbers.
- vi. Field dimensions clearly identified.
- vii. Identify details required on drawings and in specifications.
- viii. Show manufacturer and model number, give dimensions, and provide clearances.
- ix. Relation to adjacent or critical features of work or materials.
- x. Applicable standards, such as ASTM or Federal Specification numbers.
- xi. Identification of deviations from Contract Documents.
- xii. Identification of revisions on resubmittals.
- xiii. Eight-inch by 3-inch blank space for Contractor and Owner stamps.
- xiv. Contractor's stamp, signed, certifying to review of submittal, verification or products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All the above noted submittal process is incidental to work performed.

G. Sequence of Operations

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with Village Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.

The proposed work sequence for the Contractor follows:

- i. The proposed sewer main pipe locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations, and diameters of all to be lined sewer pipes prior to ordering the appropriate materials.
- ii. Clean existing manholes and sewer lines to condition necessary for proper installation of lining material, including root cutting, removal of debris and other protruding obstructions.
- iii. Rehabilitate existing sewer systems.
- iv. Reinstall and reconnect active sewer service connections

If the Contractor proposes a different work schedule than outlined above, the Owner's written approval of the modified schedule must be obtained in advance.

H. Material Storage and Removal

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location shall be approved by the Owner.

Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite periodically (every week) or the same day if requested by the Owner. Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

I. Quality Assurance

Codes and Standards references:

- i. Illinois Department of Transportation
 - a. Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS).
 - b. Illinois Department of Transportation. Bureau of Design. Highway Standards (ILHWSTDS).
 - c. Illinois Department of Transportation. Bureau of Local Roads.
 - d. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.

- e. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.
- ii. Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition (SS W&S).
- iii. Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable.
- iv. ASTM Standard F 1216 "Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube" latest edition.
- v. Local municipal improvement codes.

J. Work Quality Inspection

As part of post lining testing, the Contractor may be requested by the respective Owner to open manholes for field inspection and/or "punch list" generation at no additional cost to the municipality when project is complete.

K. Existing Sewer System condition evaluation-Prior to lining work

The existing sewer main pipe condition and sewer service pipe locations have been determined from the available records. Each municipality will provide manhole to manhole lengths, pipe sizes and location maps. However, it is the Contractor's responsibility to re-inspect the condition and verify the size of the existing sewer system. The interior of the sewer pipe and service connections shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as defective (protruding) service connections collapsed or crushed pipe and reductions in ovality of more than ten (10%) percent. These conditions shall be recorded and brought to the attention of the Village so that they may be corrected prior to lining. The Owner reserves the right to review pre-lining recordings prior to lining.

All video and written documentation is to be provided in Pipeline Assessment Certification Program (PACP) format. All pre-lining inspections must be submitted to the Village for review and approval prior to liner installation. All video and written documentation is to be submitted on three (3) identically prepared rugged portable USB 2.0/3.0 hard drives with a minimum capacity of 2.0 Tb each. The costs of the hard drives are incidental to the contract.

There are specific naming and file conventions that may be used from Municipality to Municipality. The details of the specific conventions will be discussed at the pre-construction meeting.

The Contractor shall use experienced personnel trained in the use of closed-circuit television in existing sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

- i. Televising inspections shall conform to NASSCO standards

- ii. The sewer inspections shall be recorded digitally directly on the portable USB hard drive referred to in the prior paragraphs. A complete recording shall be made of each line televised. A voice recording shall be done on the hard drive.
- iii. Location of sewer lines inspected using manhole number and street addresses
- iv. Quadrant location of all leaks and cracks.
- v. Size (diameter) of sewer line televised.
- vi. Location of building service connections
- vii. The footage and manhole numbers shall appear on the screen at all times.
- viii. Television inspection logs shall be reported in the sequence as they appear on the hard drive.
- ix. The sewer televising camera shall have the capability of a rotating lens. While televising the sewer pipe, the Contractor will rotate the camera to look in the service and determine if the service is capped or active (in service). This shall also be reflected in the reports. (i.e. capped or live)
- x. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
- xi. Deep sags are to be dewatered so that proper television inspection can be performed.
- xii. Any point repairs necessary prior to lining shall either be handled by the municipality directly or shall be considered a change order.

Any deviation from the location and/or quantity indicated in bid documents shall be noted and brought to the attention of the Owner, so that the bid quantities may be adjusted prior to commencing with any sewer repair/lining work.

L. Sewer Pipe Cleaning

The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris, tree roots and other obstructions shall be removed from the existing (to be lined) sewer pipe. The Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. Debris captured and removed from the sewer system shall be transported and disposed of in a lawful manner.

Cleaning, including capture, removal, disposal of debris shall be included in the base (sewer lining) unit price, and shall be performed by the Contractor at no additional cost.

M. Sewer Flow Bypassing

Sewer flows will occur during the sewer pipe repair/lining work. It shall be the responsibility of the Contractor to plan and execute, where necessary, sewer bypass pumping operations sufficient to avoid causing sewer back-ups for each municipality residential and commercial customers and to avoid illegal discharge onto land or into waterways.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged (i.e., leaking). The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hoses need to cross the roadway, the contractor will

need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The pump and bypass lines shall be of adequate capacity and size to handle the sewer flow. The Contractor shall be responsible for proper scheduling of all work, taking into consideration the possibility of rapid increases in flow resulting from rainfall and other natural events, and shall be fully prepared for all adverse conditions that may arise.

Approval is required for any bypass pumping operation that goes beyond normal working hours. The contractor is responsible for maintaining the pump, and all appurtenances, including lines at all times, during a bypass operation.

The cost associated with sewer bypassing shall be considered incidental to the cost of the contract. The Contractor shall bear all costs arising from failure to anticipate bypass pumping needs, including, but not limited to the emergency stoppage of work, remobilization, removal and replacement of damaged work, emergency response by municipality personnel and compensation for damage to public and private property.

N. Corrective work

Any lining installation that fails to meet performance standards as identified herein or contains other significant defects shall be subjective to corrective action.

The Village shall notify the Contractor in writing of any work that is rejected and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the Village detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the Village has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If determined that the existing sewer service is damaged by cutting of the liner, the Village will allow the use of Performance Pipelining T-Liner process or approved equal for service restoration.

If it appears that there is no acceptable alternative for sewer repair, the Village may require the Contractor to remove all or a portion of the defective lining and install new lining in place. All expenses for any corrective work/defective sewer repair/relining work and material shall be borne by the Contractor.

O. Prosecution and Progress

The Contractor shall complete all work as per the individual specific contracts or under this Contract within 180 calendar days of signed contract. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

P. Contractor's Use of Premises

At all times Contractor is working on property within the Village's boundaries, the Contractor shall be responsible for:

- i. Coordinating use of premises under direction of respective Owner.
- ii. Assuming full responsibility for protection and safekeeping of products under this Contract such that if any products are lost, damaged, or stolen it shall be Contractor's sole responsibility to replace the products.
- iii. Obtaining and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
- iv. Conducting operations to ensure least inconvenience to the general public, including but not limited to minimizing any traffic obstructions, noise, and offensive odors.
- v. Complying with any requirements in Appendix A for each municipality's additional input on local parking plan.

Q. Pre-construction Meeting

A pre-construction meeting with the Contractor will be held to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

- i. The Contractor's proposed construction schedule.
- ii. Name of sub-contractors (if applicable) involved in these projects.
- iii. Name of Project Manager.
- iv. Name of individual responsible for traffic control and maintenance
- v. Emergency Contact.

R. Weekly Meetings

Regular weekly meetings between the Contractor Project Manager and the Village are required. The proposed Contractor's working schedule for the next two (2) weeks shall submitted to the Village during each meeting. If any modifications to the proposed schedule are requested by the Village, the Contractor shall adjust his proposed schedule accordingly.

S. Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve them from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the respective Owner. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Village's Forester. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Village deems it is necessary. The Contractor shall contact the Village at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

T. Safety

The Contractor shall comply with State, Local, Lake County, Metropolitan Water Reclamation District ("MWRD"), and Federal Safety and Health regulations applicable to the work being performed including Occupational Safety and Health Administration ("OSHA") approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

U. Pay Estimates

The Village will provide a spreadsheet that will list the segments and sewer pipe lengths to be lined. The contractor shall submit any changes at time of submittal of pay estimates, and two-week schedules. The spreadsheet shall include at a minimum, the following items: street name (from - to); segment (from manhole to manhole); actual length; size of pipe; unit cost; service connections reinstated; protruding taps and End Seals. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form. Pay estimates shall be submitted by the Contractor once a month.

V. Payout Procedures

The Village's payout procedure schedule will be submitted to the contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the contractor's representative and the Village's project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by the Village's staff and those numbers must be used for the current billing period. If the contractor's submitted quantities are different than those agreed to or submitted to the Village, the municipality will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Village's inspector) for payment. In no case, will the line-item invoice payment exceed the inspected and approved quantity per Village inspection requirements.

Applications for payment must be submitted on a Village approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current, and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by the Village.

Any questions pertaining to payments are to be forwarded to the Village's project manager. Contractors shall not call the Village's Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed, and no allowances will be made to hold checks for pickup.

W. Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the IDOTSPECS.

Extra work shall not be started until written authorization from the respective Owner is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

- i. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Owner.
- ii. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

X. MWRD

The MWRD Local Sewer Systems Field Office (708/588-4055) must be notified at least two days prior to commencement of work.

When access to a MWRD manhole is required the MWRD manhole opening shall be coordinated with the appropriate MWRD representative. Any MWRD manholes shall be identified at the pre-bid meeting.

Y. Public Advisory

A minimum of two weeks prior to commencing with sewer repair/lining work the Contractor shall coordinate with the Village to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Notices shall be given within 24 hours of interruption. Written notices must be approved by the Village prior to publication and must contain specific information as to when the sewer service disruption will begin and end. Notices must be given the proposed day of work if work is cancelled for any reason, as well as the proposed reschedule of shutdown.

No customer shall be deprived of sanitary sewer service for more than twelve consecutive hours unless approved by the Owner.

The Contractor shall assume responsibility for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality

"No Parking - Police Order" are the responsibility of the Contractor. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

Z. Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission from the Village. Permission to work the day before the holiday must be granted two (2) weeks in advance of work. However, emergency work may be done with permission from Owner. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

AA. Protection of Environment

The protection of environment shall include:

- i. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state, or local regulations.
- ii. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
- iii. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material or debris therein.
- iv. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
- v. Dispose of excess excavated material and other waste material in a lawful manner.
- vi. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
- vii. Trash burning will not be permitted on construction site.
- viii. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.

- ix. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
- x. Conduct operations in such a manner as to cause the least possible disruption or annoyance to residents in the vicinity of work performed, and to comply with all applicable local ordinances.
- xi. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
- xii. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
- xiii. Line storage bins and hoppers with material that will deaden sounds.
- xiv. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

BB. Clarification

All here-in referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Dirt and Dust Control, Safety, Pre-lining and Post lining sewer evaluation, 3 USB hard drives, Corrective work, etc. are considered incidental to the contract and shall be included in the sewer lining work unit price.

3. SPECIAL PROVISIONS

A. Cured-In-Place Pipe (CIPP)

It is the Contractor's responsibility to inspect the condition of the existing sewer system after all sewer repair/lining work is complete. The Contractor shall use experienced personnel trained in the use of closed-circuit television in existing/repaired sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

- i. Televising inspections shall conform to NASSCO standards and all video and written documentation is to be provided in PACP format
- ii. The sewer inspections shall be recorded digitally on the portable USB hard drive referred to on page 18. Recording playback shall be at the same speed that it was recorded. A complete recording shall be made of each line televised. A voice recording shall be done on the USB hard drive.
- iii. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
- iv. Post lining television inspection shall include rotating the lens to inspect all reinstated sewer services. Inspection of service opening shall be of the liner cutting to determine if opening is sufficient. If determined that the existing service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining T-Liner process or municipality Owner approved equal for restoration.

- v. Location of building service connections.
- vi. The footage and manhole numbers shall appear on the screen at all times.
- vii. Television Inspection logs shall be reported in the sequence as they appear on the USB hard drives.
- viii. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
- ix. Deep sags are to be dewatered so that proper television inspection can be performed.

Other incidental and measure of payment requirements to the cured-in-place pipe lining include:

- i. Mobilization and site preparation.
- ii. Existing sewer system televising and cleaning before lining process
- iii. Televising of sanitary and storm sewer to determine installed conditions.
- iv. Placement of lining material within sanitary and/or storm sewer.
- v. All manhole connections shall be watertight.
- vi. Removal and replacement of manhole frames, adjusting rings, and corbels are incidental to the liner unit price. No additional compensation will be made for this work, including restoration to pre-construction conditions.
- vii. Flow control, including bypass pumping, if required.
- viii. Reinstatement and reconnection of active sewer service connections.
- ix. CCTV Examination: Televising interior of pipe after completion of work and provide the portable USB hard drive referred to on page 18 to the Village. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
- x. Sewer testing and internal inspections of installation.
- xi. Pavement damage and restoration.
- xii. Parkway damage and restoration.
- xiii. Cleanup.
- xiv. Other appurtenant and incidental work.
- xv. Full-time traffic control surveillance by contractor.
- xvi. Each USB hard drive will be permanently labeled with the following information.
 - a. Job/Work Order No.:
 - b. Contractor Name:
 - c. CD No.:
 - d. Date Televised:
 - e. Date Submitted:
 - f. Street/Easement (Location):
 - g. Upstream MH
 - h. Downstream MH
 - i. Municipality Name
- xvii. Data shall be configured according to the definitions and database structures included in this specification. Video must be able to be viewed using Windows Media Player 9 Series and have the ability to use all features of the video player including fast forward capability.

- xviii. Measure sewer in linear feet (lf) on straight horizontal line along centerline of sewer. Do not include distance through manholes in measurement.

The prior to lining sewer condition evaluation information and the post lining sewer condition evaluation information shall be recorded on the same USB hard drive. Cost of supplying the portable USB hard drive referred to the Village shall be included in the sewer lining work unit price.

Basis of Payment - Cured-In-Place Pipe

Payment shall be made for the contract unit price per lineal foot for CURED IN PLACE PIPE - sanitary or storm sewer as designated, of the diameter specified, which price shall be in full for labor, material, testing, and equipment required for complete and operational existing sewer main rehabilitation.

B. REINSTATEMENT OF SERVICE LATERALS

The reinstatement of service laterals shall include the costs of:

- i. Site Preparation.
- ii. Protecting existing utilities, site objects and new work.
- iii. Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation.
- iv. Re-open branch connections without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV.
- v. Branch (service) connections shall be re-established at a minimum of 95% of the flow capacity and shall be wire brushed smooth, without damaging PVC services, to full diameter of openings.
- vi. If it is determined that the existing service is damaged by cutting of the liner, the Owner will allow the use of Performance Pipelining T-Liner process, or approved equal method, for service restoration. No additional compensation will be provided for the required service repair work.
- vii. No additional payments will be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.
- viii. Cleanup.
- ix. Collect all reinstatement coupons at the next downstream manhole. All excess lining material is to be removed from the sewer system.
- x. Other appurtenant and incidental work.
- xi. General requirements of sections listed.
- xii. Traffic control and protection.
- xiii. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated.

Basis of Payment - Reinstatement of Service Laterals

Include cost of work listed herein in unit price each for REINSTATEMENT OF SERVICE LATERALS, sanitary or storm sewer as designated.

C. PROTRUDING TAP REMOVAL

The protruding tap removal shall include the costs of:

- i. Site Preparation.
- ii. Protecting existing utilities, site objects and new work.
- iii. Removal of protruding taps utilizing a remotely controlled cutting device.
- iv. CCTV record image of before and after tap removal.
- v. Cleanup.
- vi. Other appurtenant and incidental work.
- vii. General requirements of sections listed.
- viii. Traffic control.

Basis of Payment - Protruding Tap Removal

Include cost of work listed herein in unit price each for PROTRUDING TAP REMOVAL.

Basis of Payment - End Seals

Payment shall be made for the contract unit price each for END SEAL - sanitary or storm sewer as designated, of the diameter specified, which price shall be in full for labor, material, testing, and equipment required for complete and operational existing sewer main rehabilitation.

D. CERTIFIED PAYROLL REPORTS

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Village is an Illinois unit of local government, and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day

and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

If the contractor must submit the payroll to the Village of Buffalo Grove for reasons outside of their control, the Village requests that the Contractor submit all certified payroll reports, including subcontractors, and EEO reporting be sent electronically in separate files for each respective Contractor/subcontractor with the weeks ending date in the file name to tsianis@vbg.org (i.e. Contractor Name Week Ending.pdf).

The Contractor is responsible for providing all records in accordance with the Illinois Department of Labor's (IDOL) requirements pertaining to the Prevailing Wage Act on the standard IDOL form. Only the last four (4) digits of the employee's social security number will be required; the remaining digits shall be "X" or redacted. To complete the certified payroll request for release of payment, the Contractor must supply a signed and notarized written statement that all necessary documentation has been turned over for the pay period pertaining to that payment requested.

Under P.A. 98-0328, the public body must retain copies of the certified payroll for 5 years rather than 3 years as was the case previously. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website www.illinois.gov/idol. the new form consists of three pages identified as the "certified transcript of payroll affidavit" and "certified transcript of payroll instructions". The new forms on the IDOL website can be filled in online and then printed out. under P.A. 98-0482, contractors and subcontractors will have to provide additional information with respect to working hours, wage rates, overtime rates and fringe benefits. The IDOL's model certified payroll forms are the most current forms for compliance with P.A. 98-0482 and should be used in public works contracts.

APPENDIX A
SANITARY SEWER LINING
APPROXIMATE SUMMARY OF QUANTITIES

BASE BID

ID	Diameter (in)	Length (ft)	County	Material	Downstream Manhole	Upstream Manhole	Street
21233357	8	59.5	Cook	Vitrified Clay Pipe	B14-1003	B14-1004	ACCESS DRIVE
21307029	8	75.6	Cook	Vitrified Clay Pipe	B14-1002	B14-1001	PARKING LOT
21233046	8	85.3	Cook	Vitrified Clay Pipe	B14-1014	B14-1013	PARKING LOT
21235544	8	110.2	Lake	Ductile Iron	E12-1272	E12-1759	PARKING LOT
21237247	8	114.8	Lake	Ductile Iron	E12-1759	E12-1758	PARKING LOT
21235438	8	120.3	Cook	Vitrified Clay Pipe	B14-1014	B14-1002	PARKING LOT
21234137	8	124.5	Cook	Vitrified Clay Pipe	B13-1255	B14-1014	LAKE BLVD
21234486	8	152.4	Cook	TRUSS Composite Sewer Pipe	C07-1508	C07-1511	GROVE DR
21235588	8	157.7	Cook	Vitrified Clay Pipe	B13-1259	B14-1006	LAKE BLVD
21233698	8	182.1	Cook	Vitrified Clay Pipe	B14-1005	B14-1007	REAR YARD
21236382	8	184	Cook	Vitrified Clay Pipe	B14-1256	B14-1262	LAKE BLVD
21233355	8	202.6	Cook	Vitrified Clay Pipe	B14-1006	B14-1005	REAR YARD
21233547	8	205.4	Cook	Vitrified Clay Pipe	B14-1005	B14-1004	PARKING LOT
21233314	8	283.9	Cook	Vitrified Clay Pipe	B14-1008	B14-1262	LAKE BLVD
21235743	8	373.4	Cook	Vitrified Clay Pipe	B14-1008	B14-1263	LAKE BLVD
21233191	8	433.3	Cook	Vitrified Clay Pipe	B14-1001	B14-1000	PARKING LOT
	8" Total	2865					
21233617	10	122.7	Lake	Ductile Iron	E12-1254	E12-1253	TOWN PLACE PKWY
21234646	10	148.9	Lake	Ductile Iron	E12-1255	E12-1254	TOWN PLACE PKWY
	10" Total	271.6					
21237292	12	193.8	Lake	Ductile Iron	E12-1267	E12-1255	TOWN PLACE PKWY
21233362	12	85.5	Lake	Ductile Iron	E12-1256	E12-1267	TOWN PLACE PKWY
21233328	12	309.1	Lake	Ductile Iron	F12-1767	E12-1256	TOWN PLACE CIR
	12" Total	588.4					

Alternate Bid 1

ID	Diameter (in)	Length (ft)	County	Material	Downstream Manhole	Upstream Manhole	Street
21234834	8	256.1	Lake	Unknown	E21-1252	E21-1251	PARKING LOT
21234845	8	19.7	Lake	Vitrified Clay Pipe	E21-1253	E21-1252	PARKING LOT
21233573	8	211.7	Lake	Vitrified Clay Pipe	E21-1254	E21-1253	MILWAUKEE AVE
21234722	8	72.9	Lake	Vitrified Clay Pipe	E21-1255	E21-1254	MILWAUKEE AVE
21237364	8	51.1	Lake	Vitrified Clay Pipe	E21-1256	E21-1255	MILWAUKEE AVE
21233044	8	96.4	Lake	Vitrified Clay Pipe	E21-1257	E21-1256	REAR YARD
21237116	8	39.3	Cook	TRUSS Composite Sewer Pipe	C07-1511	C07-1510	GROVE DR
21234052	8	247.8	Cook	TRUSS Composite Sewer Pipe	C07-1510	C07-1509	GROVE DR
	8" Total	738.9					

Alternate Bid 2							
ID	Diameter (in)	Length (ft)	County	Material	Downstream Manhole	Upstream Manhole	Street
21233825	8	68.7	Cook	Vitrified Clay Pipe	D11-1511	D10-1762	BERNARD DR
21234290	8	82.3	Cook	Vitrified Clay Pipe	D11-1501	D11-1511	BERNARD DR
21234257	8	176.4	Cook	Vitrified Clay Pipe	D11-1501	D11-1500	BERNARD DR
21237400	8	92.6	Cook	Vitrified Clay Pipe	D11-1765	D11-1764	BERNARD DR
21233929	8	213.7	Cook	Vitrified Clay Pipe	D12-1501	D11-1765	BERNARD DR
21236216	8	155.8	Cook	Vitrified Clay Pipe	D12-1501	D12-1510	BERNARD DR
21233303	8	398.4	Cook	Vitrified Clay Pipe	D10-1751	D10-1763	BERNARD DR
21233775	8	145.4	Cook	Vitrified Clay Pipe	D10-1752	D10-1751	BERNARD DR
21232993	8	63.4	Cook	Vitrified Clay Pipe	D10-1517	D10-1752	BERNARD DR
21234843	8	142.6	Cook	Vitrified Clay Pipe	D10-1510	D10-1509	GREENWOOD CT
21235917	8	261.4	Cook	Vitrified Clay Pipe	D10-1510	D10-1508	GREENWOOD CT
	8" Total	1800.7					
21233492	12	217.4	Cook	Vitrified Clay Pipe	D10-1515	D10-1517	BERNARD DR
21233619	12	48.4	Cook	Vitrified Clay Pipe	D10-1516	D10-1515	BERNARD DR
21233107	12	313	Cook	Vitrified Clay Pipe	D10-1516	D10-1510	BERNARD DR
	12" Total	578.8					

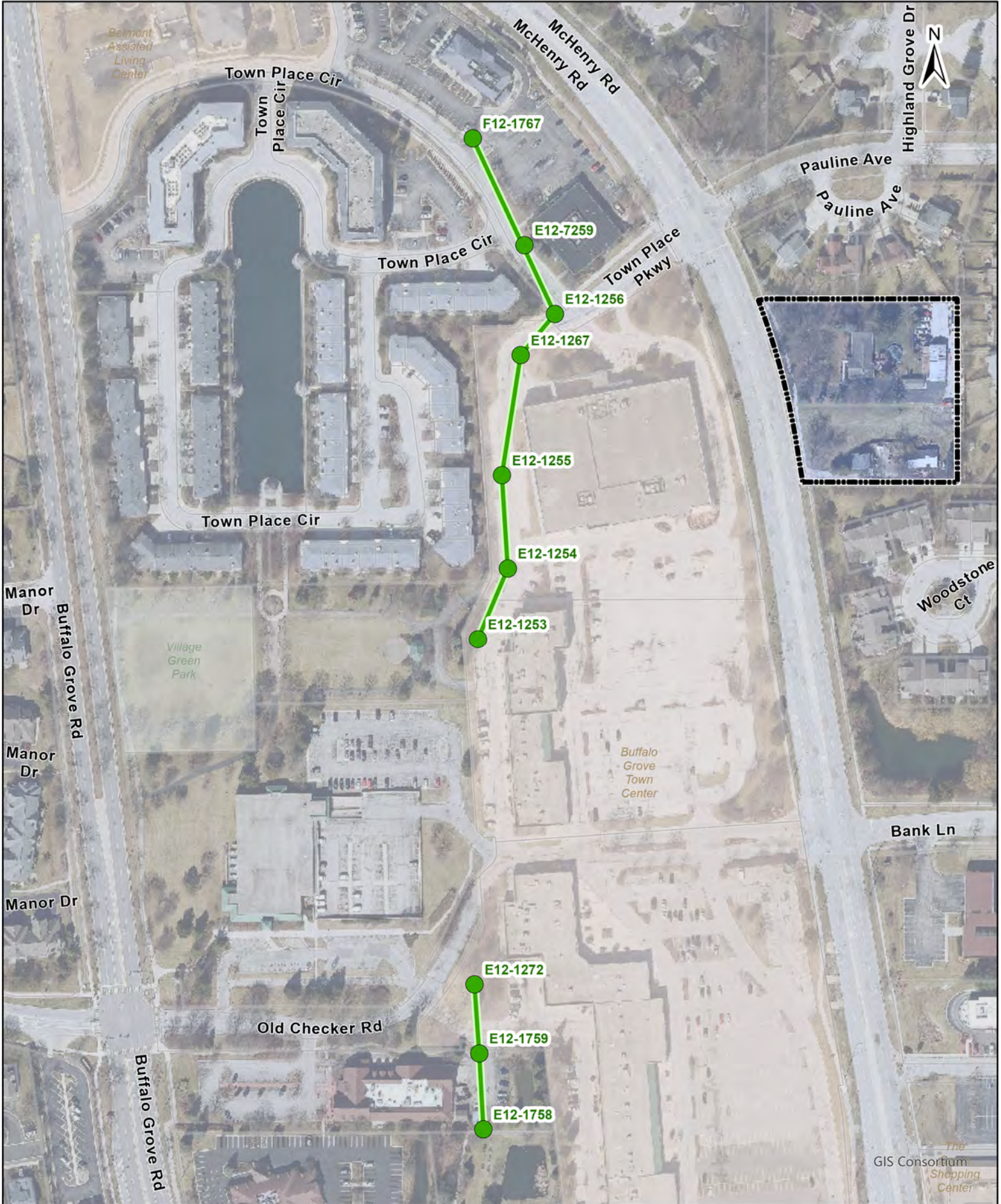
APPENDIX B
SANITARY SEWER LINING LOCATION MAPS



2023 Sanitary Sewer Lining Base Bid Map 1

GIS Consortium

Date: 1/19/2023





2023 Sanitary Sewer Lining Base Bid Map 2

GIS Consortium

Date: 1/17/2023

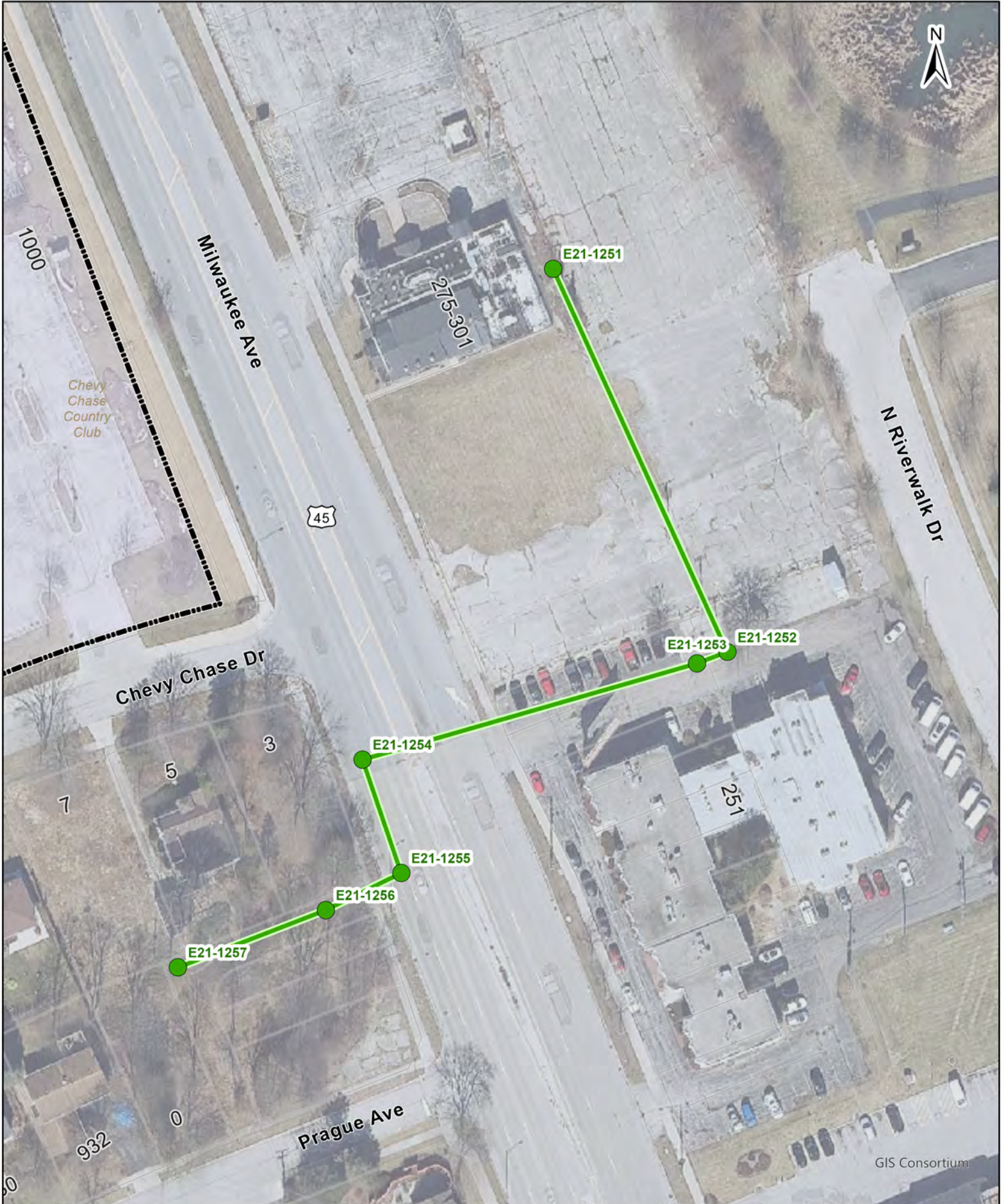




2023 Sanitary Sewer Lining Alt 1 Bid Map 1

GIS Consortium

Date: 1/17/2023





2023 Sanitary Sewer Lining Alt 1 Bid Map 2

GIS Consortium

Date: 1/19/2023





2023 Sanitary Sewer Lining Alt 2 Bid Map 1



SEWER LINING 2023 CONTRACT

Sewer Lining 2023 Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and _____ an (hereinafter the “**Contractor**”) on this ____ day of _____, 2023 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

- Contract Exhibit A – Description of Work**
- Contract Exhibit B – Schedule of Prices**
- Contract Exhibit C – Performance and Payment Bond**

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion,

may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before **June 2, 2023**.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Five Hundred dollars (\$500) per calendar day for each day past the Contract Time until final acceptance by the Village as liquidated damages and not as a penalty.

Extension: The Village reserves the right to extend this contract for one (1) year. Written requests for price revisions after the first-year contract period shall be submitted at least thirty (30) calendar days prior to when the contract was executed. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Contract and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 12-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 3% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Contract.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: **ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13**

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. 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 it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
mskibbe@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:Tcwisniewski@vbg.org

IF TO THE CONTRACTOR: _____

ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Police Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Police Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Police Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Police Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics', materials' or suppliers' lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

J. CALENDAR DAYS AND TIME. Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

K. TERMINATION OF CONTRACT. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

[Insert Description of the Work]

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

[Insert Schedule of Prices]

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the "Principal") and _____ (the "Surety"), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the "Village"), the full and just sum of _____ Dollars (\$ _____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Sewer Lining 2023 contract between Principal and the Village dated ___ day of _____, 20__, (hereinafter referred to as the "Contract"), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ___ day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.