



Village of Buffalo Grove

Leak Detection Survey

Bid and Contract Documents

TABLE OF CONTENTS

INVITATION TO BID.....2

INSTRUCTIONS TO BIDDERS.....3

EXHIBIT A - PUBLIC CONTRACT STATEMENT.....6

EXHIBIT B – SCHEDULE OF PRICES7

 BID SECURITY.....7

EXHIBIT C – SUBCONTRACTOR AND REFERENCES.....8

DESCRIPTION OF THE WORK.....11

 APPENDIX A – Water Map.....18

LEAK DETECTION SURVEY CONTRACT1

 CONTRACT EXHIBIT A- Description of the Work.....14

 CONTRACT EXHIBIT B- Schedule of Prices.....15

 CONTRACT EXHIBIT C- FORM OF PERFORMANCE and PAYMENT BOND16

INVITATION TO BID

Leak Detection Survey

The Village of Buffalo Grove (Village) is seeking professional firms to provide leak detection services as identified in specifications throughout the Village of Buffalo Grove, Illinois.

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

TIMELINE

Friday, June 5, 2020

Due date for all questions regarding the Work
("Question Due Date")

Thursday, June 11, 2020

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 “Leak Detection Survey”. All comments, concerns and questions regarding the Work must be received by the **9:30 AM CST** on the Question Due Date (defined above).

BID PROPOSAL DOCUMENTS

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

1. Executed and notarized Public Contract Statement set forth on **Exhibit A**;
2. Schedule of Prices **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 five percent (5%) 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. Hard copy bids will not be accepted. All bids will be opened and read publicly via the GoToMeeting video conferencing platform by calling into **1 (872) 240-3412**, Access Code: **629-178-085**

In order to submit a bid proposal, bidders shall:

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

SUBMIT BID

3. Log in to your account and enter your total bid price. This will be the as read bid price.
4. Bid Submittal Document shall consist of Exhibits A, B, and C along with all relevant attachments
5. Bid Submittal Document shall be a single attachment as a .pdf document (up to 200 MB)

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 sixty (60) 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 changes 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 work, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any Contractor/Bidder that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the 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 Cook County State's Attorney for review and prosecution.
5. In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents
 - B. Bidder has visited the Site(s), conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
 - E. Based on the information and observations referred above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder has given the Village written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Village is acceptable to Bidder.

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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. To accept any item or any portion in any Bid Proposal from any bidder.
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.

EVALUATION CRITERIA

Bidders shall understand that the bids shall be evaluated and final selection will be based upon both the lowest Total Base Bid, prior experience, and methodology. Cost shall be weighted at 80%, references and previous municipal experience at 10% and proposed work plan and methodology at 10%.

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

Leak Detection Survey

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

50 Raupp Blvd, Buffalo Grove, Illinois 60089

FULL NAME OF BIDDER: _____

MAIN BUSINESS ADDRESS: _____

PLACE OF BUSINESS: _____

The undersigned, declares that it has carefully examined the location of the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Bid is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled “Leak Detection Survey”, and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

If this bid is accepted, and the undersigned fails to contract as aforesaid and to give the Bond for Faithful Performance required by the Special Conditions of the Contract and by law, and to provide all insurance as required by the Contract Documents within fifteen (15) calendar days after the date of the award of the Contract, 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.

If awarded a contract under this Bid, the undersigned proposes to commence work at the site within fifteen (15) calendar days after the effective date of the Notice to Proceed.

BID SECURITY

Accompanying this Bid is a _____ in the amount of _____ Dollars (\$_____).

Notes:

- (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 five percent (5%) of the Total Base Bid.**

SCHEDULE OF PRICES (CONT.)

Leak Detection Survey

Item.	Qty	Unit	Unit Price	Total
I. Leak Detection Survey	183	mile	\$ _____	\$ _____
II. Emergency Response rate				
a. Regular Hours	1	hour	\$ _____	
b. After Hours	1	hour	\$ _____	
c. Response Time		Unit		Time
1. Regular Hours		hour		
2. After Hours		hour		
3. Minimum Call Out Time		hour		

Documents to be scanned and submitted with Schedule of Prices (single file)

- Bid Bond
- Project References
- Firm Experience
- Personnel Experience
- Equipment List
- Project Methodology
- Proposed Schedule

EXHIBIT C – SUBCONTRACTOR AND REFERENCES

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 – SUBCONTRACTOR AND REFERENCES (cont.)

REFERENCES

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: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

DESCRIPTION OF THE WORK

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

LEAK DETECTION SURVEY SCOPE OF SERVICE

The Village of Buffalo Grove desires the Contractor to develop, plan and execute a program to perform leak detection services on the water distribution system. This program will address the Village of Buffalo Grove water distribution system.

This work shall essentially consist of the following elements:

- Complete leak detection of the entire water distribution system through listening to all accessible main line valves, fire hydrants and needed appurtenances to ensure complete coverage of the system.
- ~183 miles of Village water main line 99% Ductile Iron Pipe(DIP) & Cast Iron Pipe (CIP) and 2000 feet of High-density polyethylene (HDPE) pipe
- ~1900 Main line valves in 60” valve vaults
- ~2600 Fire hydrants with aux valves in 6” boxes
- ~12,000 private service lines with service valves DIP, CIP and Copper

Surveying the above appurtenances to locate leaks ensuring that distances between listening points are not greater than 500’ on metallic type pipes, not greater than 300’ on concrete type pipes and no more than 150’ on PVC and HDPE type pipes.

- Correlation of found leaks.
- Compilation of the leak detection information into a complete and comprehensive report.

DETAILED SCOPE

- Listen to **all fire hydrants, all main line valves**, and when necessary, selected service connections in the entire distribution system. Physical contact with the pipe, valve, hydrant auxiliary valve, hydrant, or service connection.
- **Metallic type pipes**; listening distances will not exceed 500' between points. I.E.: pipe, valves, hydrant auxiliary valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- **PVC and HDPE type pipe**; All accessible valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings. Listening distances will not exceed 150’.

DETAILED SCOPE (cont)

- A “Leak” log shall be maintained indicating all areas where suspected leak noise was heard. Information to be collected should include but is not limited to GPS location, signal strength, length from nearest valve, date, and time of day.
- When leak noise has been detected and or suspected, the Contractor will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- The Contractor will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator. For HDPE type pipe, locations will be interpolated to the best of the Contractors ability.
- The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- Sub-meter GPS coordinates will be taken for all leak locations found using a Trimble R1 or approved equivalent.
- Contractor shall use an ArcGIS collector such as, Cartegraph system or approved equivalent for leak location documentation.
- The Contractor will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- The Contractor will report daily or per request of the Village, to the Director of Public Works or assigned designee and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Contractor to be able to safely access main line valves in the middle of the street. The Contractor will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying.
- All of the Contractor’s employees shall have readily observable identification badges worn while in the field.
 - *A minimum of Two Person Project Teams are required and shall work together for safety reasons and not working apart in separate areas of the distribution system. The use of One Person Project Teams is not acceptable and will not be allowed to perform work on the water system.*
 - *Subcontracting is not allowed for leaking tracing or leak survey services, Contractor must use its own qualified personnel*
- The electronic listening equipment to be used will be an FCS S30 and/or AquaScope or approved equal.
- The leak detection equipment to be used will be an Echologics LeakFinder-ST and/or FCS TriCorr Touch Pro correlator or approved equivalent.
- Bidder shall provide with their Bid a listing of equipment to be used on this project.

SAFETY

The Village of Buffalo Grove is committed to the safety of its personnel and the general public. The Contractor must comply with all the Village of Buffalo Grove safety requirements and those of the City, County, State and Federal Government. The submitting firm will provide their safety record (last three years) and a project safety plan. As a part of the Village of Buffalo Grove's Safety and Risk Management plans; Two Man Project Teams are required and will work together during the course of the project. The use of one-man project team is not acceptable and will be considered non-responsive as it relates to this Bid.

The Contractor will adhere to the following:

- Proper PPE (personal protection equipment) shall be worn at all times. A class III reflective safety vest will be worn for all work. Class II is not be acceptable.
- The Project Team will follow all traffic safety rules, as is designated by the *Village, The Department of Labor, OSHA and the State Department of Transportation*. Project personnel will be trained (certified were applicable) by an organization such as the *AMERICAN TRAFFIC SAFTEY SERVICES ASSOCIATION (ATSSA)*, in Traffic Control and Safety (MUTCD Standards).
- The Project Team will follow all procedures regarding Work Place First Aid & CPR, as is designated by the *Village, The Department of Labor and OSHA*. Project personnel will be trained (certified were applicable) in First Aid & CPR.
- The Project Manager and the Project Leader will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.

A minimum of Two Person Project Teams are required and shall work together for safety reasons and not working apart in separate areas of the distribution system. The use of One Person Project Teams is not acceptable and will not be allowed to perform work on the water system.

DOCUMENTATIONS and COMMUNICATIONS

The Contractor is expected to perform the following:

- Conduct a kick-off meeting with the Village to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Village personnel to go over areas of the fire hydrant assessment program for the prior workday, and plan current day and areas to survey.
- Contractor will use an online Data collector that provides a deliverable such as Cartegraph or approved equivalent
- At the end of each day, or as requested, a list of any leaks located.
- Location of the leak.
- Estimation of leak.
- Information collected by the Project Team during the leak detection program and any other information provided by the Village shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Village.
- A **leak detection log** of activity will be included with the final report that will include the following:
 - *Areas work performed in*
 - *Type of problems observed*
 - *Location of leaks discovered*
 - *Line Segment Mapping errors on the water atlas*

The Village of Buffalo Grove Public Works Department utilizes Cartegraph OMS for work flow and asset management system. All suspected leaks are to be entered into Cartegraph by the Contractor, and all information related to the suspected leak shall be identified and included as the Contractor creates the Cartegraph OMS Task. It is the responsibility of the Contractor to create the Cartegraph OMS Task the same day that the leak was found. The Village of Buffalo Grove Public Works Department will provide the Contractor's staff an iPad and with training on Cartegraph OMS and the expected work flow.

Atlas Corrections and Notations

The Contractor will document and note any corrections needed on the Village's Atlas using village provided Cartegraph asset management system or printed Atlas. These notations shall be documented as a part of the final report so the Village can make corrections to their existing atlas.

A Final report will be prepared at the completion of the project which will include all leak location reports and other problems found in the system during the course of the leak detection program that need the attention of the Water Village. This final report shall be made available for submission to the Water Department within thirty (30) days of the completion of the fieldwork.

- **If requested**, the Contractor shall present findings of the Leak Detection Program to the Village at a Village Council Meeting at no additional charge.

EMERGENCY RESPONSE SERVICE

The Contractor shall be called upon from time to time to respond after business hours (4 p.m. and 7 a.m.) or during regular business hours (7 a.m. and 4 p.m.) when not performing work in the Village to assist crews with locating possible main breaks. In these instances the Contractor shall be compensated at an hourly rate that shall be inclusive of all labor, materials, and equipment as identified herein. The Contractor will not be compensated for travel time to the site for emergency services. The Contractor shall respond within two (2) hours of receiving the call.

ASSUMPTIONS AND SERVICES PROVIDED BY THE VILLAGE

- The *Village* will furnish all maps, atlases, and records necessary, in a suitable electronic format to properly conduct the leak detection program
- The *Village* may assist as necessary where traffic control may be extreme.
- The *Village* will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with the leak detection program and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.
- This assistance shall be provided during regular working days, Monday through Friday, 7:00AM-3:00PM.

The Village will assist, if needed, to locate *all nonmetallic pipes* within the service area.

FIRM EXPERIENCE

The Bidder shall provide a company overview covering all the services provided. This should include its primary line of business; how long the company has been in business, and how long the company has been providing leak detection services with regard to this Bid.

The Bidder will submit at least five (5) project references where the Bidder has completed similar work in size and scope in the last three (3) years. This submittal will include the following:

- A brief description of the work completed.
- Contracted amount.
- Time required completing the project.
- Findings of the project.
- Projected annualized cost saving to the VILLAGE authorizing the project.
- Contact names, phone numbers, addresses, and e-mail addresses of the VILLAGE authorizing the project.
- The Village would prefer that the Bidder have a local office.

EXPERIENCE OF KEY PERSONNEL

The Village of Buffalo Grove is desirous of a quality Contractor that can provide the Village of Buffalo Grove with the services listed below in a safe, efficient and professional manner. As a condition of this request the firm must provide experienced, courteous, professional, trained and qualified personnel. At a minimum, the project team shall be consist of the following personnel:

- A Project Manager with five (5) years of managing leak detection programs.
- A Field Project Leader with three (3) years of leak detection programs, and
- A Field Technician is not required to have experience if he/she has been employed by the Contractor for less than one (1) year. However, the Village of Buffalo Grove prefers the Technician to have completed training (certified where applicable) in traffic control and flagging (ATSSA and/or MUTCD Standards), confined space entry, CPR and First Aid within six (6) months of his/her hire date. The Technician/Laborer will also have an OSHA 10 Hour Card in General Industry (OSHA Standard 1910) within the same six (6) month period.
- Work shall be conducted by the Contractor. No Sub-Contractors shall be used for leaking tracing or leak survey services

PROJECT METHODOLOGY SUBMITTAL

Submittal shall include:

1. Details of company such as address, phone number, etc.
2. Bid number
3. Highlights of Bidder's qualifications
4. Understanding of project
5. Proposed Schedule
6. Description of services to be provided and the methods to be used.
7. Sample Reports
8. A statement of understanding indicating that Subcontractors are NOT allowed to be employed for leaking tracing or leak survey services
9. This project will be staffed by full time employees of the Contractor

PROPOSED SCHEDULE

The Bidder will submit as part of the Bid, a work schedule detailing the work plan. This will include a time and date estimate for each task session of the project. A calendar and Gantt chart showing the proposed timeline shall be provided for detailing the work schedule. This schedule shall include time and dates from the kick-off meeting to the submission of the final report. Interim reporting will be detailed as well as the day to day activity monitoring. Any meeting involving the Village shall be identified here as well.

Leak Survey detection work shall be completed no later than October 31st. of each year

LEAK DETECTION SCHEDULE OF PRICES

The Bidder shall supply the *Village* a **unit price (per mile of water main)** and a **total price** for the proposed Leak Detection Survey. This Unit price will include all costs associated with the Leak Detection Program for the selected contiguous areas in the distribution system.

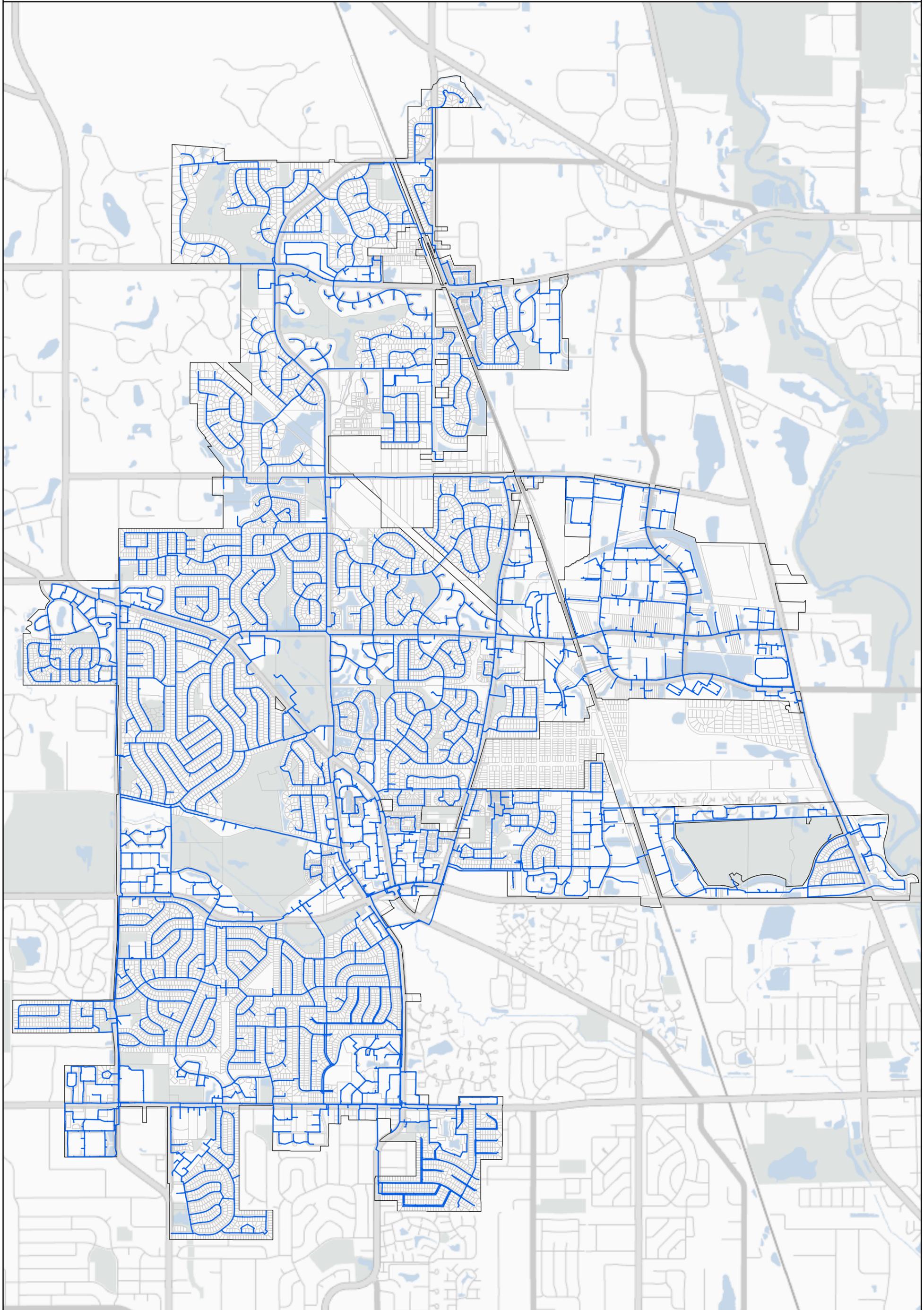


Water System

GIS Consortium

Appendix A.

Date: 5/15/2020



LEAK DETECTION SURVEY CONTRACT

Leak Detection Survey (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and _____ (hereinafter the “**Contractor**”) on this ____ day of _____, 2020 (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 the 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.

Escalation

Written requests for price revisions after the first term shall be submitted at least sixty (60) calendar days in advance of the biennial contract period. 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 and shall not exceed the CPI-All Urban Consumers, Chicago or 2.5% whichever is less.

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

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

Term. The Village will enter into a contract for one (1) year with two (3) possible one (1) year extensions. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new 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
mreynolds@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:brobinson@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.

If the Village deems it proper or necessary in the execution of the Work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the Work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the Work shall not increase the unit price for any of the remaining Work.

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 Director of Public Works. 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 Director of Public Works, and any instructions given to such superintendant 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 Director of Public Works, 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 Director of Public Works. 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’, materialmens’ 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 Village, 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. 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.
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. 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.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. 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.
- H. 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.*
- I. 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.
- J. 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.

K. 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.

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

Village of Buffalo Grove,

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 Leak Detection Survey 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.