

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 2013-08

SANITARY SEWER TELEVISION AND CLEANING

Required For Use By: Public Works Department

VILLAGE OF WOODRIDGE

Woodridge, Illinois 60517

- **CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 16**
 - ** MUST BE EXECUTED AND NOTARIZED ****
 - **BIDS TO BE EXECUTED IN DUPLICATE**
- **ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**
 - **ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD: November 2013 through March 2014

BID DEPOSIT: **5% of Bid Amount** (See Page 4, Item 5)
(Certified Check, Bank Cashier's Check or Bid Bond)

BOND REQUIRED: Performance Bond (100% of Contract) (See page 4, Item 6)

Manhole Location Map – Attachment B
Basin Project Map – Attachment C Attached

BID OPENING - DATE/TIME/LOCATION: **Thursday, October 24, 2013 11:00 a.m.**
VILLAGE HALL
Five Plaza Drive
Woodridge, Illinois 60517-5014

Issued by: Purchasing Department
Village of Woodridge, Illinois
Five Plaza Drive
Woodridge, Illinois 60517
(630) 719-4717

Kathleen Rush
Village Administrator

Nadine Alletto
Director of Finance

LEGAL NOTICE – BIDS

The Village of Woodridge will be accepting sealed bids for the items listed below. Bids will be accepted at the Woodridge Village Hall, Five Plaza Drive, Woodridge, until **Thursday, October 24, 2013** at the times shown below, at which time they will be opened and publicly read aloud.

Bid #2013-08 Sanitary Sewer Televising and Cleaning 11:00 a.m.

Specifications may be obtained at the Village Hall, weekdays, between 8:00 a.m. and 4:30 p.m., or on line at <http://www.vil.woodridge.il.us>, under the Finance Department. Questions may be directed to the Finance Department at (630) 719-4717.

A Bid Deposit of 5% of the bid amount is required with the bid submittal and is to be in the form of a bid bond, certified check or bank cashier's check. The successful bidder will be required to furnish to the Village and pay for a satisfactory performance bond.

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract.

The Village of Woodridge reserves the right to reject any or all bids, to waive technicalities, and to accept any bid which is deemed to be in the best interest of the Village of Woodridge.

The Village of Woodridge does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Woodridge services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Assistant Village Administrator, Village of Woodridge, Five Plaza Drive, Woodridge, Illinois, 60517; (630) 719-4705, TDD (630) 719-2497. Upon request, this information can be made available in large print, audiotape, and/or computer format.

I. GENERAL CONDITIONS

1. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

B. VILLAGE shall mean the Village of Woodridge, DuPage, Will and Cook Counties, Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF BID PROPOSAL

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of Woodridge. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. **The following documents shall be executed at the time of submission of a bid:**

- CONTRACTOR'S CERTIFICATION BID PROPOSAL - PAGE #16
- BID PROPOSAL PAGE 28

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

3. WITHDRAWAL OF BID PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

4. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

- Cash bid proposals meet Village Specifications and are submitted separately.
- The Village shall not consider an alternate bid which fails to meet specifications.

5. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Woodridge, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded.

The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

6. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

7. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

8. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

9. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the date of opening of bids.

Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

10. CATALOGS

Each Bidder shall submit in DUPLICATE, catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

11. DELIVERY

All materials shipped to the Village of Woodridge must be shipped F.O.B. freight prepaid, designated location Woodridge, Illinois. The materials must then be delivered where directed, and unloaded by the successful Bidder, or his/her agent. All deliveries shall be deemed to be "inside delivery". Truck deliveries shall be accepted before 2:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays. The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed public weight-master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the Village reserves the right to re-weigh at the nearest available railroad scale.

12. GUARANTEES AND WARRANTEES

All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued.

13. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the Village of Woodridge shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the Village Administrator. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder.

Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

14. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of Woodridge upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

15. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied to the Village of Woodridge must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors

as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Bidder may be required at his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Contractor shall fully comply with all provisions of 820 ILCS 265/) *Substance Abuse Prevention on Public Works Projects Act* wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

The Bidder will strictly comply with all ordinances of the Village of Woodridge, the laws of the State of Illinois and United States Government.

16. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the successful Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for first aid.

17. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

18. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

19. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within

ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

20. TERMINATION OF CONTRACT

- A. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:
1. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or
 2. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
 3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
 4. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
 5. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
 6. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

21. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, order of protection status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, order of protection status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

22. INSURANCE SPECIFICATIONS

- A. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The successful Bidder shall maintain limits no less than:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

<ul style="list-style-type: none"> 1. Comprehensive Form 2. Premises - Operations 3. Explosion & Collapse Hazard 4. Underground Hazard 5. Products/Completed Operations Hazard 6. Contractual Liability Coverage Included 7. Broad Form Property Damage - construction projects only. 8. Independent contractors 9. Personal Injury 	<p>COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000</p> <p>PERSONAL INJURY PER OCCURRENCE \$1,000,000</p> <p>GENERAL AGGREGATE \$2,000,000</p>
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<p>Business Automobile Liability Any Auto, Owned, Non-Owned Rented/Borrowed</p>	<p>COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000</p>
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Worker's Compensation and Occupational Diseases

Employer's Liability Insurance per Occurrence

\$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026; Primary and non-contributory ISO Endorsement: CG2001 04 13; and the Village of Woodridge named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of the contractor must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. 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 retention as 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.

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. 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 and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancellation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement.

- C. In the event of accidents of any kind, the successful Bidder 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.
- D. 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 retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

23. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WOODRIDGE ("The Village")

Attention: **Purchasing**

Five Plaza Drive

Woodridge, Illinois 60517

A. POLICY INFORMATION.

1. Insurance Company _____
2. Policy Number _____
3. Policy Term: (From) _____ (To) _____
4. Endorsement Effective Date _____
5. Named Insured _____
6. Address of Named Insured _____
7. Limit of Liability Any One Occurrence/
Aggregate \$ _____
8. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ _____

B. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. 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.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

4. SUBCONTRACTORS.

(ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

6. CANCELLATION NOTICE.

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. The Village shall be endorsed to the

policy as a Cancellation Notice Recipient with notice addressed as shown in the heading of the endorsement.

7. SUBROGATION.

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

8. ACCEPTABILITY OF INSURERS.

(ALL COVERAGES)

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.

9. ASSUMPTION OF LIABILITY.

(ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, 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 anyway arising out of any work performed pursuant to the contract.

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____ (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

Signature of: _____

Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

24. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

25. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

26. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, AND REGULATIONS

The Contractor shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with the Contractor.

27. EMPLOYMENT OF ILLINOIS WORKERS ACT

Additionally, in accordance with the law and the provisions of 30 ILCS 570, entitled "Employment of Illinois Workers On Public Works Act," the Contractor shall be fully responsible to comply with and to certify that 90 percent of its workers assigned to this project are Illinois residents. The Contractor shall familiarize themselves with the requirements by referencing the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol>.

28. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN five (5) working days after the date of the Village's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

Name of Insurer: _____

Name of Insured: _____

Policy Number: _____

Policy Period: _____

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability “arising out of your work”.

For purposes of this endorsement, “arising out of your work” shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

_____, as part of its bid on a
(Name of Contractor)

contract for _____ to The Village of Woodridge, Illinois,
hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result
of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____,
_____, 20 _____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CONTRACT – Page One of Two

1. This agreement, made and entered into this _____ day of _____ 20____, between the Village of Woodridge, acting by and through its Mayor and Board of Trustees and _____.

 2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, _____ agrees with the Village of Woodridge at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.

 3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Woodridge, are all essential documents of this contract and are a part hereof.

 4. In witness whereof, the said parties have executed these presents on the date above mentioned.
-
-

(Village Seal)

VILLAGE OF WOODRIDGE

Attest:

By: _____
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest: _____

By: _____
Secretary

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF A PARTNERSHIP

_____ (Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

_____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

VILLAGE OF WOODRIDGE

SANITARY SEWER TELEVISIONING & CLEANING - WOODRIDGE SANITARY BASIN B

PROJECT SPECIFICATIONS - BID: 2013-08

II. PROJECT SPECIFICATIONS

1. **INTENT**

It is the intent of these specifications and contract that approximately 86,000 lineal feet of sewer televising and root cutting and cleaning (Base Project) be completed to the requirements and specifications stated herein. All necessary work and materials shall be included whether specifically called for or implied. There are some manholes that may require a pulling hose or another type of machinery in order to perform the work. No additional compensation shall be allowed for these manholes. The following is a list estimating the lineal footage with pipe diameters and the number of manholes that may require pulling hose or another type of machinery in order to perform the work.

<u>73,079</u>	Linear Feet of	<u>8</u>	inch sewer main
<u>4,850</u>	Linear Feet of	<u>10</u>	inch sewer main
<u>2,400</u>	Linear Feet of	<u>12</u>	inch sewer main
<u>2,750</u>	Linear Feet of	<u>15</u>	inch sewer main
<u>300</u>	Linear Feet of	<u>18</u>	inch sewer main
<u>500</u>	Linear Feet of	<u>21</u>	inch sewer main
<u>1,750</u>	Linear Feet of	<u>24</u>	inch sewer main

Attached are the following two maps that overview the project area (Base Project and Optional Areas) and the Manhole Locations of Woodridge Basin B:

Attachment B - Sewer Capital Televising & Cleaning Project Location Map (2013/2014)

Attachment C - Manhole Location Map for Woodridge Basin B

2. **LOCATION OF UTILITIES**

If excavation is necessary, the Contractor shall contact the Village of Woodridge Public Works Department at least seventy-two (72) hours before beginning work and the J.U.L.I.E. system in conformance with all J.U.L.I.E. standards. Electric, gas and telephone utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

3. **TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the Contractor's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

4. **EXAMINATION OF SITE**

The bidder shall carefully examine the site and become familiar with the conditions under which he will have to execute the work required under this contract. Failure to do so will in no way relieve the bidder of his responsibility under this contract. At each set-up the Contractor shall confirm the accuracy of the pipe size in place prior to commencing work.

5. **ADDITIONAL WORK**

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid during the course of construction. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Director of Public Works or his designee, has approved the charges in writing.

6. **PREVAILING WAGES**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department of Labor sets and revises the prevailing rate of wages so for information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

The successful proposer and each subcontractor (or an officer, employee, or agent of the proposer or subcontractor) shall submit no later than the tenth day of each calendar month, in person, by mail, or electronically, a certified payroll for the immediately preceding month to the Village of Woodridge. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- A. He or she has examined the certified payroll records required to be submitted and such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The proposer or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

Attached as **Attachment A** to this Agreement is a copy of the State of Illinois, Department of Labor, "Certified Transcript of Payroll" form which may be used to complete this requirement, or as a guide for the information needed, to comply with this requirement.

The Village of Woodridge is required to keep the certification records submitted for a period of not less than three years from the date of the last payment for work on the contract. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

7. **PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the Contractor. Any damage to existing facilities or sanitary surcharges caused by the Contractor's work, shall be reported to the Village in writing and shall be repaired and/or cleaned up promptly by the Contractor when

ordered to do so by the Village at no additional cost. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

8. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for constructing the improvements in accordance with the specifications. The Contractor shall have available on the job site at all times during construction a complete set of specifications with all revisions thereto. The Contractor shall employ only workmen skilled in their trade and shall furnish full time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

9. SITE CONDITION AND CLEAN-UP

The Contractor shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his own expense.

The Contractor shall have control over his employees' parking of automobiles on the site and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The Contractor shall keep the site neat and shall cleanup any debris when directed to do so by the Village. Upon completion of the improvement each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village.

10. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

11. COPIES OF DRAWINGS AND SPECIFICATIONS

The Village shall furnish to the Contractor without charge three (3) sets of specifications for that portion of the work to be performed. If the Contractor desires additional copies of the specifications they may be secured from the Village at Bidder's expense.

12. PROTECTION OF PUBLIC

The Contractor shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Contractor shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village a hazardous condition exists and the Contractor fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

13. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Contractor against defects failure improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Contractor shall repair and replace, at his own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials

furnished or workmanship performed. Any equipment or material, which is repaired or replaced, shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

14. START OF WORK AND COMPLETION

The Contractor's representatives who are assigned to this project shall be required to attend a pre-construction meeting with Village staff prior to commencing work. The Contractor shall be required to follow the order and route for the work which is delineated during the preconstruction meeting. It is anticipated that the Contractor shall commence work within a reasonable time of the date of award. Contractor shall complete all work within ninety (90) calendar days of notice to proceed. Weather related time delays will be reviewed by both parties and allowed by the Village.

15. WORKING HOURS

The Contractor shall work the same hours as the Public Works Department unless other arrangements are agreed upon ahead of time. The Department's normal work hours are 7:00 a.m. to 3:30 p.m., Monday through Friday.

16. FAILURE TO COMPLETE WORK ON TIME AND CONTRACT VIOLATIONS

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Overrun in Contract Time
Calendar Day \$250

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- a) failure to start work on the specified date and time without notification and approval for a change from the Village;
- b) failing to show up for scheduled work without notification to the Village;
- c) starting operations before the allowed time without permission from the Village;
- d) failure to provide appropriate traffic control and protection;
- e) failure to notify the Village in advance of where work will be taking place and;
- f) failure to follow confined space regulations and utilize confined space equipment when entering any confined space.

17. PAYMENT

Final payment will be made when the work, written reports and hard-drive (media copy) are reviewed and accepted by the Village. The Contractor shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

18. ACCEPTANCE

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

19. MATERIAL SAFETY DATA SHEETS

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

20. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty four (24) hours a day.

III. TELEVISION INSPECTION SPECIFICATIONS

1. TELEVISION EQUIPMENT

The color television camera shall be one specifically designed and constructed for the purpose of televising sewers. The color camera shall have a high resolution lens, capable of spanning 360 degrees circumference and 270 degrees on horizontal axis to televise sewer lines 6 inch diameter and larger. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any questionable problem areas.

For manholes that may be difficult to access or where lampholes are present in the place of manholes, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.

Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions. The camera, television monitor and all other necessary components of the video system shall be capable of producing a minimum 350-line resolution color video picture. The camera shall be mounted on skids suitably sized for each pipe diameter to be investigated or on a self-propelled transporter specifically sized for each pipe diameter. Lighting of the camera shall minimize reflective glare.

The remote reading footage counter shall be accurate to one percent over the length of the particular section being inspected and shall be mounted over the television monitor.

2. TELEVISION INSPECTION

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

Televising equipment shall include the television camera, television monitor, cables power source, lights and other equipment necessary to the televising operation.

The findings of the sewer inspection shall be recorded and narrated on a hard drive (also referred to as "media" of "media copy within the bid document) using a format that is compatible with Windows 7, *PACP Format Preferred*. The hard drive shall be recorded in -R or +R format, or similar format, to prevent the deletion or recording over of the data. The specific format to be utilized by the vendor shall be specified in their bid submittal. Any out-of-focus or poor quality video or audio recordings, or portions thereof, shall be cause for rejection of the recording and will necessitate re-televising at the Contractor's expense. Re-televising shall be completed within one week of notification of rejection of the media. Televising shall be done one section at a time, logged numerical, and ordered on the media copy in progression following the layout of the sanitary basin.

The Contractor shall turn over the original media of the inspection to the Village immediately after recording.

The entire pipe must be visible in the recording, not under water. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition but in no case shall the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall reset his equipment in a manner so that the inspection can be performed from the opposite manhole. No additional cost shall be allowed for this item.

In the event the section being televised has substantial flow entering the sewer between manholes, such that inspection of the sewer is impaired, then the Contractor shall coordinate with the Village to have such flow temporarily stopped and/or reschedule television inspection of the particular section to a time when such flow is reduced to permit proceeding with the television inspection. If necessary, bypass pumping will be the responsibility of the contractor and no additional compensation will be allowed for this item. The Contractor shall maintain on site, the necessary equipment and materials to complete the bypass pumping immediately when it may be needed.

When sewer line depth of flow at the upstream manhole of the section being televised is above the maximum allowable for television inspection, the Contractor shall reduce the flow to permit proceeding with the television inspection.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crews.

Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the sewer line point of penetration of the upstream manhole, unless specific permission is given to do otherwise. Footage shall be shown on the video data view at all times.

IV. DOCUMENTATION OF THE TELEVISION RESULTS

Television inspections shall be documented through the use of an in-vehicle computer system. All defects and general information on the pipe being viewed along with an index for retrieving the information must be supplied to the Village as part of the report.

Television inspection logs shall be typed or computer printed and shall be acceptable to the Village. The printed reports shall be finalized in a binder with reference pages totaling footages, operator identification, manhole locations by street name and manhole number, pipe size and reference to the tape number. Each media shall be numbered and ordered in sequence to correlate to the order in which the televising took place. The written report shall contain clearly visible index tabs which correlate back to the numbered media. Each media will be marked on the outside with a unique identifying number in sequence, street location, manhole number, and date. Printed location reports shall clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the location of buildings and house service connections, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion, and other discernible features shall be recorded. A voice recording in the media shall make brief and informative comments on the sewer conditions.

During the course of the inspection, actual video information will be transmitted from the television monitor to a video image printer to produce color still image photographs of faults.

After completion of each section of sewer inspected, the Contractor shall furnish to the Village a hard copy computerized (not handwritten) report. This report will be generated by an onboard computer and printer, and will provide commentary on photographs and fault areas. The report will also describe all other pertinent findings regarding service connections, breaks or cracks in tiles, root growth, infiltration and other items of interest.

The accurate measurement and recording of distance to defects and transmission of this information to the Village is critical in confirming the location of areas to be excavated.

Color recordings of the data on the television monitor shall be made by the Contractor. Copies of each media shall be provided to the Village.

Recording playback of the media shall be the same speed that it was recorded. Slow motion or stop motion playback features may be supplied at the option of the Contractor. Title to the media will remain with the Village. The Contractor shall have all media and necessary playback equipment readily accessible for review by the Village during the project. The media format and/or speed shall be noted on the recorded media.

Media shall include the following information:

1. Data view:
 - a. Report number
 - b. Date of TV inspection
 - c. Upstream and downstream manholes numbers
 - d. Current distance along reach (tape counter footage)
 - e. Printed labels on the media container and media with location information, date, format information, corresponding written report reference and other descriptive information.
2. Audio:
 - a. Date and time of TV inspection, operator name and name of adjacent street
 - b. Verbal confirmation of upstream and downstream manhole numbers and TV direction in relation to direction of flow
 - c. Verbal descriptions of pipe size, type and pipe joint length
 - d. Verbal description and location of each service connection and pipe defect
 - e. Type of weather during inspection
3. Media shall be indexed, cataloged, referenced to a report and numbered.

Computerized logs shall include, but are not limited to, the following information:

1. Location of each point of leakage
2. Location of each service connection
3. Location of any damaged sections, nature of damage, and location with respect to pipe axis.
4. Deflection in alignment or grade of pipe
5. Date, time, street, basin, manhole section, reference manhole number, name of operator, inspector, and weather conditions
6. Pipe diameter, pipe material, section length, and corresponding media identification.

V. VILLAGE'S OBLIGATION

The Village shall provide the Contractor with the following items at Village's expense:

1. Manholes located, exposed and ready for access.
2. Provide access to all manhole locations.
3. Provide sewer maps for those areas where sewers will be cleaned, inspected by closed circuit television, and sealed.
4. Water for flushing purposes from the nearest fire hydrant. All water use shall be metered and such meter shall be provided by the Village.

VI. NOTIFICATION OF COMMENCING WORK

The Contractor shall keep the Village informed as accurately as possible as to when they plan to commence work and in what way they intend to proceed. In order to accomplish this, at a minimum, the Contractor shall provide advance daily written notification (via fax, email, or hand delivered) of the locations the Contractor intends to work that day to the Village's contact person for this project.

VII. CONTRACTOR'S RESPONSIBILITY FOR SAFETY

1. The Contractor shall develop and maintain a safety program which will implement required safety procedures recognized and required of their industry group.
2. The Contractor shall have in place and instituted and follow at all times a confined space entry program which at a minimum meets the OSHA regulation 29 CFR 1910.146.
3. Accidents shall be reported to the engineer/customer promptly, in writing, giving full details describing the incident including statements from witnesses.

VIII. TRAFFIC CONTROL

The Contractor shall obtain, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Traffic control procedures and devices shall meet the requirements of the applicable laws and regulations covering work area protection. Such traffic control operations must meet the approval of the Village and any other applicable governmental entities (i.e. DuPage County on County roads).

IX. CLEANING OF SEWERS

The Contractor shall provide all equipment necessary for the proper high-pressure water jetting, rodding, bucketing, brushing and flushing of the sewers prior to the inspection by closed circuit color television and chemical grouting services. The purpose of the sewer cleaning operation is to remove such accumulation of sediment, debris, blockages, mineral deposits, bricks, roots, grease, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection.

Definitions:

Cleaning – Removal of any and all deposits of debris and root growth within the sewer lines and heavy cleaning of the line with high pressure water jetting equipment, followed by any necessary heavy equipment used to cause the removal of such deposits including bucket machines, scrapers, augers, root cutting equipment and 120 gpm and higher jetting equipment specific to complete cleaning. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable be used so that breakage will not occur hanging the cleaning equipment up within the sewer lines. The jetter must have a minimum of three hundred feet (300') of fill hose on the truck.

Removal of Debris

All sludge, dirt, sand, rocks, grease, roots and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream structure of the section being cleaned. Passing material from structure section to structure section, which can cause line stoppages, accumulations of solid in wet wells or damage to pumping equipment, shall not be accepted and shall fall on the contractor to correct.

Disposal of Debris

All dirt, debris, roots and other material removed from the sewers shall be hauled away by the Contractor to a dumpsite certified to accept the waste material. All regulations of the Environmental Protection Agency and all other regulating agencies shall be followed.

Cleaning Equipment

The equipment used for sewer cleaning shall be capable of removing all dirt, grease, rocks, roots and other deleterious materials. The equipment shall be selected by the Contractor to prevent damage to the pipe. Cleaning equipment capable of cleaning lengths up to 1,000 feet shall be provided. Equipment must be able to clean this length with vehicular access to one structure only.

Cleaning shall be of the entire reach between structures. If cleaning of an entire section cannot be successfully performed from one structure, the equipment shall be set up on the other structure and cleaning again attempted without additional compensation.

X. EMERGENCY REPAIRS

The contractor shall use precaution and care when completing the services outlined in this contract which includes proper equipment, approach to televising and cleaning, and highly skilled employees. If the main line becomes obstructed or damaged due to the cleaning process or televising, repairs including excavation of the sewer line shall be completed immediately at the Contractor's expense, including Village time and expenses. If the Contractor does not complete this work immediately, the Village will engage the services of a Contractor of its choice at the successful bidder's expense.

BID #2013-08: SEWER TELEVISIONING AND CLEANING

**SANITARY SEWER TELEVISIONING & CLEANING - WOODRIDGE SANITARY BASIN B
BID PROPOSAL**

The Bidder proposes to complete the project for the following prices within 90 calendar days, with reasonable weather related delays as defined, or less:

Bid Item	Quantity	Unit	Unit Price	Total
Televising – 8 inch pipe	73,079	Linear Foot		
Televising – 10 inch pipe	4,850	Linear Foot		
Televising – 12 inch pipe	2,400	Linear Foot		
Televising – 15 inch pipe	2,750	Linear Foot		
Televising – 18 inch pipe	300	Linear Foot		
Televising – 21 inch pipe	500	Linear Foot		
Televising – 24 inch pipe	1,750	Linear Foot		
Televising - TOTAL	85,629	Linear Foot		

Anticipated Start Date (number of days from award of contract)	
Number of Calendar Days for project completion	90 Calendar Days
Specify Hard Drive/Media Copy Recording Format to be Used <i>(*PACP Format Preferred)</i>	

Name of Bidder: _____
 Address: _____
 Telephone No. _____ Fax No. _____
 Signature: _____
 Title: _____
 Date: _____

Subscribed and sworn before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

REFERENCES

The Bidder must list four (4) municipal references. The references provided must list municipality, contact person, address and telephone number.

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: Televising / Heavy Cleaning (*please circle*) Project Year: _____

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: Televising / Heavy Cleaning (*please circle*) Project Year: _____

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: Televising / Heavy Cleaning (*please circle*) Project Year: _____

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: Televising / Heavy Cleaning (*please circle*) Project Year: _____

Attachment A



Village of Woodridge

1 Plaza Drive, Woodridge IL 60517 / Tel 630-719-4753 / Fax 630-719-0971

Vendor: _____ **Project:** _____

Address: _____

RE: Prevailing Wage Requirement

Your company has contracted with the Village for the above titled project. This project is a “public work” project within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act therefore requires you, or contractors working for your company, to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

To comply with the Act and the terms of the contract with the Village of Woodridge, you will need to submit no later than the tenth day of each calendar month, or at the close of the project and upon request for payment from the Village, in person, by mail, or electronically, a certified payroll for the immediately preceding month to the Village of Woodridge. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker’s name, address, telephone number (when available), last four digits of the social security number (with full #SSN available upon request), classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- A. He or she has examined the certified payroll records required to be submitted and such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The proposer or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

The Village of Woodridge is required to keep the certification records submitted for a period of not less than three years from the date of the last payment for work on the contract. Furthermore, these records, except an employee’s address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

Attached is the State of Illinois DOL form that you may use to assist in meeting this requirement. If you prefer to use your own form, please ensure that all the required information is included. Thank you in advance.

Respectfully,

Jeff Moline
Assistant Director of Public Works

Certified Transcript of Payroll

Submit completed form to Woodridge Public Works

IDOL Case File Number: **Not Applicable**

Please Note: The submission of falsified payroll records is a criminal offense.

Payroll Date: _____

Contractor and/or Subcontractor

(Company Name) _____ (Contact Name) _____
 (Street Address) _____ (City) _____
 (State) _____ (Zipcode) _____ (Telephone Number) _____

Public Body Information

Village of Woodridge (Public Body Name) _____ (Contact Name) _____
 1 Plaza Drive (Street Address) Woodridge (City) _____
 IL 60517 (State) 630-719-4753 (Telephone Number) _____

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address SSN & Telephone Number	* Hours worked each day							Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross Net
	SUN	MON	TUE	WED	THR	FRI	SAT				
Labor Classification []	PW										
	N										
Hourly Fringe Benefit: Pension: [] Health/Welfare: [] Vacation: [] Training: []											
Labor Classification []	PW										
	N										
Hourly Fringe Benefit: Pension: [] Health/Welfare: [] Vacation: [] Training: []											
Labor Classification []	PW										
	N										
Hourly Fringe Benefit: Pension: [] Health/Welfare: [] Vacation: [] Training: []											
Labor Classification []	PW										
	N										
Hourly Fringe Benefit: Pension: [] Health/Welfare: [] Vacation: [] Training: []											

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked

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Certified Transcript of Payroll

Submit completed form to Woodridge Public Works

Instructions:

Fringe benefits (health insurance, pension, vacation, and training) must be paid, if it is required for the work classification, regardless of your union or nonunion status.

We give you credit for health insurance paid (if any) and ERISA approved pension plan (if any) and training if your employees are in a BAT approved program.

If the fringe benefit rate is paid into a fund, please note by placing the letter "F" behind the fringe benefit rate; if the fringe benefit rate is included on an employee's payroll check, please note by placing the letter "E" behind the fringe benefit rate.

On the back of this form please list all subcontractors, independent contractors and owner operator's your company used on this project. If you wish information regarding coverage of the Act, please visit our web site at www.state.il.us/agency/idoil/ or call 217-782-1710.

Village of Woodridge Contractor/Subcontractors:

The undersigned Contractor/Subcontractor has completed the certified transcript of payroll and understands and stipulates to the following:

- A. I have examined the certified payroll records required to be submitted and such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. I am aware that filing a certified payroll that I know to be false is a Class A misdemeanor.

Signature: _____ Printed Name: _____ Date: _____

(Make and submit additional copies as needed.)