

**WATER SYSTEM LEAK DETECTION SURVEY**

**BID 2019 - 02**

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 \*\***

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- **BIDS TO BE EXECUTED IN DUPLICATE**
  - **ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**
    - **ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD: March 1, 2019 through February 29, 2020

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

BOND REQUIRED: Performance Bond **(100% of Annual Contract, 2 Full System Leak Surveys)**  
*(See page 4, Item 6)*

BID OPENING - DATE/TIME/LOCATION: Tuesday, January 29, 2019  
VILLAGE HALL  
5 Plaza Drive  
Woodridge, Illinois 60517-5014

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

Al Stonitsch  
Village Administrator

Christopher Bethel  
Public Works Director

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 Tuesday, January 29, 2019, at the times shown below, at which time they will be opened and publicly read aloud.

**Bid #2019-02**

**Water System Leak Detection Survey**

**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 [www.vil.woodridge.il.us/departments/finance/purchasing](http://www.vil.woodridge.il.us/departments/finance/purchasing). Questions may be directed to the Purchasing Department at (630) 719-4717.

A Bid Deposit of 5% of the annual 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.

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:

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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 #14**  
**BID PROPOSAL PAGE #21**

**ALL PROPOSALS SHALL BE SUBMITTED TO:**

**VILLAGE OF WOODRIDGE, 5 PLAZA DRIVE, WOODRIDGE IL 60517,  
"ATTENTION FINANCE DEPARTMENT"**

**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 annual 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**

Any/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, SUBSTANCE ABUSE PREVENTION AND EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS PROJECTS ACT, VILLAGE ORDINANCES AND STATE LAWS**

The equipment and services supplied to the Village of Woodridge must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All policies and practices including Fall Protections as well as guards and protectors and appropriate markings must be in place before delivery and in force while performing the services required of this agreement. 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.

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>.

**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 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. 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.

## **20. EQUAL EMPLOYMENT OPPORTUNITY**

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

In the event of the contractor's noncompliance 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, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, 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 underutilized and will take appropriate affirmative action to rectify any such underutilization.
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 underutilized.
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, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, 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 nondiscrimination 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.

**21. 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 all insurance coverage required by law or which would normally be expected for the type of business, with limits no less than:

**TYPE OF INSURANCE**

**MINIMUM INSURANCE COVERAGE**

**COMMERCIAL GENERAL LIABILITY**

1. Comprehensive Form	<b>COMBINED SINGLE LIMIT PER OCCURRENCE</b>	
2. Premises - Operations	<b>FOR BODILY INJURY AND PROPERTY</b>	
3. Explosion & Collapse Hazard	<b>DAMAGE</b>	<b>\$1,000,000</b>
4. Underground Hazard		
5. Products/Completed Operations Hazard	<b>PERSONAL INJURY PER OCCURRENCE</b>	
6. Contractual Liability Coverage Included		<b>\$1,000,000</b>
7. Broad Form Property Damage - construction projects only.	<b>GENERAL AGGREGATE</b>	<b>\$2,000,000</b>
8. Independent contractors		
9. Personal Injury		

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Business Automobile Liability Any Auto, Owned, Non-Owned Rented/Borrowed	<b>COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000</b>
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Worker's Compensation and Occupational Diseases **STATUTORY LIMIT**

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Employer's Liability Insurance per Occurrence  
**\$1,000,000**

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Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the "Village of Woodridge, its trustees, officials, and employees and volunteers" and "the County of DuPage, its trustees, officials, and employees and volunteers" 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 and DuPage County 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 and the County of DuPage, their 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. Such notice shall be addressed as shown in the heading of the endorsement.

Any failure by the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers. The insurer shall waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the Village.

**22. 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.

**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.

**2. 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.

**3. 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.

**4. 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.

**5. CANCELLATION NOTICE.**

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

**6. 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.

**7. 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.

**8. 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 any way 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: \_\_\_\_\_

**23. 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.

**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, and any subcontractors, shall each 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.

CONTRACTOR'S CERTIFICATION – BID PROPOSAL  
BID# 2019-02  
WATER SYSTEM LEAK DETECTION SURVEY

\_\_\_\_\_, 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

## BID 2019-02

### WATER SYSTEM LEAK DETECTION SURVEY

The undersigned ("Contractor") agrees to furnish to the Village of Woodridge, an Illinois municipal corporation, hereinafter referred to as the "Village", Water System Leak Detection and Location Services conforming to the terms and conditions set forth herein.

#### **I. GENERAL TERMS AND CONDITIONS**

##### **A. INTENT – LEAK SURVEY**

It is the intent of these specifications and contract to obtain leak detection services and location survey in accordance with the requirements contained herein. The leak detection services and location survey shall include at a minimum two (2) full system Leak Detection Surveys. Each survey shall include a complete leak detection and location survey using sonic detection to listen on each hydrant within the system and on main-line valves and round-ways along stretches of mainline with few hydrants. The water system includes approximately 140 miles of watermain and approximately 2,200 hydrants (full system) consisting predominantly of cast iron and ductile iron main. Note, the two (2) full system leak detection and location surveys will be scheduled by the Village approximately six (6) months apart.

##### **B. EXAMINATION OF SITE**

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

##### **C. MEETING BEFORE WORK BEGINS**

It is mandatory that the Contractor meet with the Director of Public Works or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

##### **D. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

##### **E. SUBLETTING CONTRACT**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the Village of Woodridge; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

**F. DEFAULT**

The contract may be canceled or annulled by the Village in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the Village of Woodridge, shall constitute contract default.

**G. SAFETY**

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Village of Woodridge as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

**H. WORKMANSHIP**

Workmanship shall be of the highest caliber in every respect. Workers must take care to insure the least amount of disturbance to the sites, Village staff members, and the general public.

**I. COMMENCING WORK & COMPLETION TIMEFRAMES**

The Contractor commence work on each survey within thirty (30) calendar days after notification by the Village to begin work. The contractor shall provide notification of the date they plan to begin work forty-eight (48) hours prior to commencing work. After commencing work, the Contractor shall complete the full town survey within six (6) weeks from the start of work unless otherwise agreed to by the Village. The Contractor shall provide advance daily notification (via email, written log, or phone call) of the locations the Contractor intends to work that day to the Village's contact person for this project.

The contract period shall run from date of approval through February 29, 2020. At the sole discretion of the Village, this agreement may be extended for two (2) additional one (1) year periods beyond February 29, 2020 as outlined herein.

**J. PENALTY FOR NON-COMPLETION**

Time is of the essence to the contract. Should the Contractor fail to complete the work within the timelines stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars (\$250.00) per calendar day 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 penalty established is to cover 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 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.

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 the Village 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) failing to complete work in a manner or sequence as required;
- b) damaging landscaping (i.e. debarking plants by running into them with equipment);
- c) failure of the contractor to be accessible to the Village or respond to requests to

- complete work; and
- d) failing to clean-up garbage or debris.

**K. SUPERVISION AND TRAINING**

Competent English speaking supervisory personnel shall be present at each facility on a regular basis. The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities being cleaned on a weekly basis to be sure that it has been completed in a satisfactory manner. The Village reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the Village's account if the current representative(s) are deemed unacceptable.

**L. WORKING HOURS**

The Contractor shall work the same hours as the Public Works Department (7:00am to 3:30pm) unless other arrangements are agreed upon ahead of time. The Contractor must inform the Director of Public Works, or his designee, when the Contractor will be working outside of the normal working hours for Public Works.

**M. 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.

**N. COSTS**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

**O. TRAFFIC CONTROL**

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

**P. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities 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.

**Q. ACCESSIBILITY OF CONTRACTOR**

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village. The Contractor must assign an English speaking crew leader to monitor all work being performed within the Village. The Contractor shall update the Public Works Superintendent of Operations or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

**R. REFERENCES**

A reference list (attached) must also be submitted with the bid documents. The references must be municipal accounts or accounts similar in size, but shall include at least one (1) municipal client at a minimum.

**S. BILLING & PAYMENT**

Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments, less a 10% retainage, will be made monthly based on the work performed during that period. Final payment will be released once the entire survey is complete and three (3) copies of the final report are received by the Village for each of the two surveys.

**T. RENEWAL, EXTENSION & ADDITIONAL WORK**

This Contract shall be in full force and effect from the date of approval up to and including February 28, 2020. At the sole discretion of the Village this contract may be extended for two (2) additional one (1) year periods, treated individually, pursuant to the optional extensions included with the COMPANY'S proposal. The COMPANY shall request of the Village by means of written notification, 120 days prior to the contract expiration deadlines, regarding the Village's intention to extend beyond the initial agreement term. The Village reserves the right to add additional survey work at the same unit price as provided for in the Contractor's bid.

**II. SPECIFIC CONDITIONS/TERMS**

**A. SCOPE OF WORK**

These specifications include requirements for all planning, design, deployment, materials, transportation, equipment, and labor necessary to complete the leak detection and location services. The water system includes approximately 140 miles of watermain and approximately 2,200 hydrants (full system) consisting predominantly of cast iron and ductile iron main.

The scope includes a minimum of two (2) full system Leak Detection Surveys (generally one in the Spring and one in the Fall) approximately six (6) months apart. Each survey shall include complete leak detection and location survey of the full system using sonic detection to listen on all hydrants and strategic main line valves and selected B-Box service valves using sensitive sound intensifying instruments. If a leak is suspected, the location will be further investigated with an electronic correlator and ground microphone to pinpoint the exact leak location. The leak location shall be marked with blue paint. The contractor shall record all defective system components found during the surveys such as hydrants, valves and b-box's as well as any map errors that are noted during the course of the surveys.

Three (3) copies of the final report are required for surveys. The final reports shall include, but not limited to, address or closest intersection of each leak, date correlated, type of leak, surface the leak is under, a drawing of each leak found and an estimate of the water being lost.

**B. OPTIONAL WORK**

At the Village's sole discretion, the Village may engage the contractor to complete an additional full town survey or to complete option leak detection for isolated leaks that develop throughout the term of this contract. The contractor shall provide hourly rates, specifying minimum hour requirements if applicable, for both business hours and after hours for the given contract term.

**C. SAFETY**

The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturers' safety requirements as well as other applicable safety standards and requirements. When necessary, the Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

**VILLAGE OF WOODRIDGE,**

**BID# 2019 - 02**

**WATER SYSTEM LEAK DETECTION SERVICES – BID PROPOSAL**

The undersigned “Contractor” offers to provide to the Village of Woodridge, an Illinois Municipal Corporation, leak detection and location services for the Village of Woodridge in conformance with the terms and conditions herein specified.

**2019 SEASON – CONTRACT PERIOD**

**BID PRICE:**

A. Unit Cost / one (1) Full System Leak Detection and Location Survey:  
(Approximately 140 miles of main)

**Unit Cost:** \$ \_\_\_\_\_.

B. Annual Base Contract Cost (two (2) Full System Leak Detection and Location Surveys):

**Annual Cost (2 Surveys):** \$ \_\_\_\_\_.

**OPTIONAL SERVICES:**

C. Cost per hour for isolated leak detection locating - normal working hours: \$ \_\_\_\_\_ per/hour

If applicable, minimum number of hours charged per callout: \_\_\_\_\_ hour(s)

D. Cost per hour for isolated leak detection locating - after normal working hours/weekends & holidays/emergency callouts: \$ \_\_\_\_\_ per/hour

If applicable, minimum number of hours charged per callout: \_\_\_\_\_ hour(s)

**OPTIONAL: AGREEMENT EXTENSION PERIODS:**

2020 Season - Optional Contract Period 1

Rates for services listed for 2019 Season contract period will not increase more than \_\_\_\_\_% for the optional 2020 Season -contract period. At its sole discretion, the Village of Woodridge may extend the contract for this one-year term beginning on March 1, 2020 and concluding February 28, 2021.

2021 Season - Optional Contract Period 2

Rates for services listed for 2020 Season contract period will not increase more than \_\_\_\_\_% for the optional 2021 Season -contract period. At its sole discretion, the Village of Woodridge may extend the contract for this one-year term beginning on March 1, 2020 and concluding February 28, 2021.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: *(Please Print)* \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

## REFERENCES

The Contractor must list at least four (4) references, including at least one (1) municipality, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied landscaping services similar to those provided in these specifications, for a period no less than six (6) months.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_