NOTICE TO BID

For work to be constructed under the provisions of the Standard Specifications for Road and Bridge Construction by the Illinois Department of Transportation, current edition.

Sealed proposals for the improvement described herein will be received at the Office of the Village Clerk of the Village of Hoffman Estates, Cook County, Illinois, until 10:00 a.m., October 7, 2024. Immediately following, the sealed bids will be opened and read publicly in the Frank Alexa Training Room, 1900 Hassell Road, Hoffman Estates, IL 60169.

The proposed work is officially known as Barrington Square Town Center Sanitary Sewer Rehabilitation.

The proposed improvements include the cured-in-place pipelining of approximately 740 lineal feet of 27" diameter sanitary sewer, live sewer bypass, and traffic control.

Plans and proposal forms are available for download from the Village of Hoffman Estates website at www.hoffmanestates.org/business/rfps-rfqs-bids beginning September 20, 2024.

All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms.

The Village of Hoffman Estates reserves the right to reject any or all proposals and waive any informality in bidding and to accept the proposal deemed most advantageous to it, all in BLRS Special Provision for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

By order of the President and Board of Trustees of the Village of Hoffman Estates.

Patty Richter Village Clerk

Date of Publication: September 16, 2024



Local Public Agency Formal Contract Proposal

COVER	SHEET			
Proposal Submitted By:				
Contractor's Name				
Contractor's Address	City		State	Zip Code
STATE OF ILLINOIS				
Local Public Agency		County	Section N	Number
Village of Hoffman Estates		Cook	22712	
Route(s) (Street/Road Name)			Type of Funds	
2364 W Higgins Road			Local	
☐ Proposal Only ☐ Proposal and Plans ✔ Proposal only, plans	are separa	te	J.	
Submitted/Approved For Local Public Agency: For a County and Road District Project		For a	Municipal Project	
Cub reitte d/A payer ed		Curlo ma itt	d/Annua (ad/Dagad	
Submitted/Approved Highway Commissioner Signature & Date	Signatur	e & Date	ed/Approved/Passed	
Submitted/Approved County Engineer/Superintendent of Highways Signature & Date	Official ⁻		of Trustees	
	Regiona		ent of Transportation bid based on limited re ture & Date	

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hoffman Estates	Cook	22712	2364 W Higgins Road

NOTICE TO BIDD	ERS	
Sealed proposals for the project described below will be received at the office	e of the Village Clerk	
	Name of Offi	ce
1900 Hassell Road, Hoffman Estates, IL 60169	until 10:00 AM	on 10/07/24
Address	Time	Date
Sealed proposals will be opened and read publicly at the office of Frank Ale	exa Training Room	
	Name of Office	
1900 Hassell Road, Hoffman Estates, IL 60169	at 10:00 AM	on 10/07/24
Address	 Time	Date

DESCRIPTION OF WORK

Project Longth

Location	Project Length
Barrington Square Town Center Mall, Hoffman Estates	740 feet
Proposed Improvement	

Cured-in-place pipe lining of existing 27" vitrified clay sanitary sewer pipes

1. Plans and proposal forms will be available in the office of

Plans and proposal forms are available for download from the Village of Hoffman Estates website at www.hoffmanestates.org/business/rfps-rfqs-bids beginning 09/20/2024.

2. Prequalification

Location

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

- 3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

PROPOSAL 1. Proposal of	Lo	cal Public Agency	County	Section Number	Route(s) (Str	eet/Road Name)
Contractor's Name Contractor's Address 2. The plans for the proposed work are those prepared by the Village of Hoffman Estates and approved by the Department of Transportation on	Vi	llage of Hoffman Estates	Cook	22712	2364 W Hi	iggins Road
Contractor's Address 2. The plans for the proposed work are those prepared by the Village of Hoffman Estates and approved by the Department of Transportation on 3. The specifications referred to herein are those prepared by the Department of Transportation and designated a Specifications for Road and Bridge Construction' and the "Supplemental Specifications and Recurring Special Provisions for Road and Bridge Construction' and the "Supplemental Specifications and Recurring Special Provisions or contained in this proposal. 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Recurring Special Provisions" contained in this proposal. 5. The undersigned agrees to complete the work within				PROPOSAL		
2. The plans for the proposed work are those prepared by the Village of Hoffman Estates and approved by the Department of Transportation on 3. The specifications referred to herein are those prepared by the Department of Transportation and designated as Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions adopted and in effect on the date of invitation for bids. 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Recurring Special Provisions" contained in this proposal. 5. The undersigned agrees to complete the work within	1.	Proposal of				
2. The plans for the proposed work are those prepared by the Village of Hoffman Estates and approved by the Department of Transportation on 3. The specifications referred to herein are those prepared by the Department of Transportation and designated a Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Protadopted and in effect on the date of invitation for bids. 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Recurring Special Provisions" contained in this proposal. 5. The undersigned agrees to complete the work within				Contractor's Name		
and approved by the Department of Transportation on 3. The specifications referred to herein are those prepared by the Department of Transportation and designated a Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" contained in this proposal. 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Recurring Special Provisions" contained in this proposal. 5. The undersigned agrees to complete the work within working days or by08/29/25			C	ontractor's Address		
3. The specifications referred to herein are those prepared by the Department of Transportation and designated a Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Proadopted and in effect on the date of invitation for bids. 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "CRecurring Special Provisions" contained in this proposal. 5. The undersigned agrees to complete the work within	2.	The plans for the proposed work are	those prepared by th	ne Village of Hoffman Estat	:es	
Specifications for Road and Bridge Construction* and the "Supplemental Specifications and Recurring Special Provision of the date of invitation for bids. 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "texturing Special Provisions" contained in this proposal. 5. The undersigned agrees to complete the work within		and approved by the Department of	Transportation on			
Special Provisions" contained in this proposal. The undersigned agrees to complete the work within	Spe	ecifications for Road and Bridge Con	struction" and the " Su			
is granted in accordance with the specifications. The successful bidder at the time of execution of the contract will				t, the applicable Special Provisio	ns indicated on the	"Check Sheet for
6. The successful bidder at the time of execution of the contract will	5.	The undersigned agrees to comple	e the work within	working days or by	08/29/25	unless additional time
the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. I accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agree check shall be forfeited to the Awarding Authority. 7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepar products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the tot by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor 8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performe 9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Bids below. 10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requireme Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the spayable to: Village of Hoffman Estates Treasurer of The amount of the check is Attach Cashier's Check or Certified Check Here In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check will be found in the bid proposal. The proposal guaranty check will be found in the bid proposal.		is granted in accordance with t	he specifications.			
products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the tot by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor 8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performe 9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Bids below. 10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requireme Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the substance of Hoffman Estates Treasurer of The amount of the check is Attach Cashier's Check or Certified Check Here In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount to the sum of the proposal guaranties which would be required for each individual bid proposal. If the propocheck is placed in another bid proposal, state below where it may be found. The proposal guaranty check will be found in the bid proposal.	6.	the award. When a contract bo accepted and the undersigned	and is not required, the fails to execute a con	e proposal guaranty check will be	held in lieu thereof	f. If this proposal is
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Bids below. 10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requireme Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the spayable to: Village of Hoffman Estates Treasurer of The amount of the check is Treasurer of Attach Cashier's Check or Certified Check Here In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount to the sum of the proposal guaranties which would be required for each individual bid proposal. If the propocheck is placed in another bid proposal, state below where it may be found. The proposal guaranty check will be found in the bid proposal. Section Number		products of the unit price multiplied by the quantity in order to establish	by the quantity, the u a unit price. A bid ma	nit price shall govern. If a unit pr by be declared unacceptable if no	rice is omitted, the t either a unit price no	otal price will be divided or a total price is shown.
Contract Proposals, will be required. Bid Bonds		9. The undersigned further agree work shall be in accordance with the state of the	s that if awarded the c	contract for the sections containe	d in the combinatio	ns on BLR 12201, the
The amount of the check is		Contract Proposals, will be req Bonds a bid bond, if allowed, on Depa	uired. Bid will artment form BLR 122	be allowed as a proposal gu 30 or a proposal guaranty check	uaranty. Accompany , complying with the	ying this proposal is either e specifications, made
Attach Cashier's Check or Certified Check Here In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount to the sum of the proposal guaranties which would be required for each individual bid proposal. If the prop check is placed in another bid proposal, state below where it may be found. The proposal guaranty check will be found in the bid proposal Section Number						
to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal check is placed in another bid proposal, state below where it may be found. The proposal guaranty check will be found in the bid proposal Section Number			Attach Cashier's	s Check or Certified Check Her	re	
Section Number		to the sum of the proposal gua check is placed in another bid	ranties which would b proposal, state below	e required for each individual bid where it may be found.		
			vill be found in the bid	proposal Section Number		·

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hoffman Estates	Cook	22712	2364 W Higgins Road

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)				
Village of Hoffman Estates	Cook	22712	2364 W Higgins Road				
	S	IGNATURES					
(If an individual)		Bidder Signature & Date					
		Business Address					
		City	State Zip Code				
(If a partnership)		Firm Name					
		Signature & Date					
		Title					
		Business Address					
		City	State Zip Code				
Insert the Names and Addresses of	all Partners						
(If a corporation)		Corporate Name					
		Signature & Date					
		Title					
		Business Address					
		City	State Zip Code				
lı	nsert Names of Officers	President					
Attest:		Secretary					
		Treasurer					

Secretary



Schedule of Prices



Contract	or's Name							
-							_	
Contract	or's Addres	SS		Cit	У		State	Zip Code
	11: 4					2 1		<u> </u>
	blic Agenc				1	County Cook	Section Nui	mber
		nan Estates				JOOK	22712	
	(Street/Ro V Higgins	-						
2304 V	v i liggilis	Noau						
			i	dule for Mu			_	
<u> </u>	Combinati	ion Letter	Sect	ion Included	in Combir	nations		Total
				nedule for S				
14	N I I					plans and specification	s.)	Total
	Number 33900	LIVE SEWER	tems RVDASS	Unit L SUM	Quantity 1	y Unit Price		lotai
)1014		RL & PRT (SPCL)	L SUM	1			
		HEAVY CLEA		FOOT	740			
	8000							
X563	0227	CUR-IN-PLAC	E PIPE LINER27	FOOT	740			

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.

Bidder's Total Proposal

- 3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency Proposal Bid Bond

Local Public Agency		County	Section Number
Village of Hoffman Estates		Cook	22712
WE,			as PRINCIPAL, and
			as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (he price, or for the amount specified in the proposal documents in effection ourselves, our heirs, executors, administrators, successors, a instrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIG proposal to the LPA acting through its awarding authority for the contract THEREFORE if the proposal is accepted and a contract award the PRINCIPAL shall within fifteen (15) days after award enter into the work, and furnish evidence of the required insurance coverations. Construction and applicable Supplemental Specifications, then the effect.	ect on the nd assign SATION IS construction rded to the a formal age, all as is obligation	date of invitation s, jointly pay to the SUCH that, the of the work dese PRINCIPAL by contract, furnish provided in the "Such shall become state of the state of	(") in the penal sum of 5% of the total bid for bids, whichever is the lesser sum. We he LPA this sum under the conditions of this said PRINCIPAL is submitting a written ignated as the above section. the LPA for the above designated section and surety guaranteeing the faithful performance Standard Specifications for Road and Bridge void; otherwise it shall remain in full force and
IN THE EVENT the LPA determines the PRINCIPAL has faile set forth in the preceding paragraph, then the LPA acting through i penal sum set out above, together with all court costs, all attorney IN TESTIMONY WHEREOF, the said PRINCIPAL a	ts awardir fees, and	ng authority shall any other expens	immediately be entitled to recover the full se of recovery.
respective officers this of DayMonth and Year			
Day Month and Year	rincipal		
Company Name	٦	Company Name	
Signature & Date	-	Signature & Date	Э
Ву:	Ву:		
Title	_	Title	
(If Principal is a joint venture of two or more contractors, the comparaffixed.)	any name Surety	s, and authorized	signatures of each contractor must be
Name of Surety	7	Signature of Atto	orney-in-Fact Signature & Date
	By:		
	,		
STATE OF IL			
COUNTY OF			
	, a Notary	Public in and for	said county do hereby certify that
(Insert names of individuals signing who are each personally known to me to be the same persons who PRINCIPAL and SURETY, appeared before me this day in person instruments as their free and voluntary act for the uses and purpose Given under my hand and notarial seal this	and ackn	s are subscribed owledged respec a set forth. Month and Year	to the foregoing instrument on behalf of
(SEAL, if required by the LPA)			
(OEAE, il Toquilled by the El A)			
		Dat	e commission expires

Local Public Agency								County	Section Number			
Villag	je of Ho	ffman E	Estates	s							Cook	22712
								=EL	ECTR	ONIC BID BO	DND —	
☐ Ele	ectronic	bid bond	is allo	wed ((box	must	be cl	necke	d by	LPA if electro	onic bid bond is al	lowed)
electro Princip of two venture	nic bid bo al and So or more o	and ID co urety are contractor	de and firmly b rs, an e	signir ound	ng be unto	low, t the Li	he Pri PA un	incipa der th	l is er ne cor	suring the ide ditions of the any/Bidder na	entified electronic bionic bio	oposal Bid Bond Form. By providing an d bond has been executed and the above. (If PRINCIPAL is a joint venture nust be affixed for each contractor in the
											gnature & Date	



Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Hoffman Estates	Cook	Barrington Sq Town Center	22712
	of		
Name of Affiant		City of Affiant	State of Affiant
being first duly sworn upon oath, state as follows:			Ciaio o, / iiiiaiii
1. That I am the	of		
Officer or Position		Bidder	•
2. That I have personal knowledge of the facts her	ein stated.		
3. That, if selected under the proposal described a			intain a business office in the
	County	, Bidder	
State of Illinois, which will be located in	Illinois.		
	County	for any manager and all of the same	
4. That this business office will serve as the prima this proposal.	ry place of employment	for any persons employed in the col	nstruction contemplated by
5. That this Affidavit is given as a requirement of s	tate law as provided in S	Section 30-22(8) of the Illinois Procu	rement Code.
		Signature & Date	
		Print Name of Affiant	
Notary Public			
State of IL			
County			
Signed (or subscribed or attested) before me on	h	ру	
	(date)		
			, authorized agent(s) of
(name	e/s of person/s)		, damonzod agont(o) or
Bidder			
		Notary Public Signature	& Date
(SEAL)		My commission expires	

State of Illinois Department of Transportation Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

illage of Hoffman Estates	
arrington Square Town Center	

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



VILLAGE OF HOFFMAN ESTATES SALES TAX EXEMPTION NUMBER AUTHORIZATION FORM

The undersigned contractor hereby agrees to use the Village of Hoffman Estates sales tax exemption number only for purchases directly related to work being done on behalf of the Village. The undersigned also agrees to be responsible for any tax due for purchases determined to be non-exempt and for purchases not made on the Village's behalf.

It is understood that the exemption from tax in the case of the sales of articles is limited to the sales of articles purchased for the exclusive use of the Village and it is agreed that if articles purchased tax free are used otherwise or are sold to others, such fact will be reported to the State of Illinois Department of Revenue. It is also understood that the fraudulent use of the exemption number to secure exemptions will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years or both, together with costs of prosecutions.

NAME OF PROJECT AND/O	R CONTRACT NUMBER	
COMPANY NAME		
ADDRESS	CITY	ZIP CODE
PURCHASER NAME & TITL	E (PLEASE PRINT)	
SIGNATURE	DATE	

Before a Tax Exemption Letter is issued to the contractor, this form and the materials and estimated quantities form must be returned to the appropriate Village personnel. After the completed forms have been received by the Village, a Tax Exempt Letter will be mailed to the contractor.

VILLAGE OF HOFFMAN ESTATES MATERIALS AND ESTIMATED QUANTITIES ATTACHMENT

VENDOR'S CITY, STATE, AND ZIP CODE										
VENDOR'S STREET ADDRESS										
VENDOR PHONE NUMBER										
NAME OF VENDOR SELLING VENDOR PHONE MATERIALS NUMBER										
ESTIMATED QUANTITY										
DESCRIPTION OF MATERIALS TO BE PURCHASED	1)	2)	3)	4)	(5	(9)	7)	8)	(6	10)

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<u>VILLAGE OF HOFFMAN ESTATES</u> 2024 SANITARY SEWER IMPROVEMENTS PROJECT

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of Project Number 22712 in Hoffman Estates, Cook County, and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

DEFINITION

When referring to the "Department" or "State" in all IDOT Specifications and Special Provisions, the Contractor should be aware that this also means the Village of Hoffman Estates, its agents and/or representatives.

PROJECT DESCRIPTION

This Specification covers all work necessary to complete specified repairs of the Village's sanitary sewer system. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, cleaning and television inspection of sewers to be lined, bypass pumping and/or diversion of sewage flows, CIPP installation (including installation from easements), reconnection of service connections, final television inspection of the lined sewer mains, warranty work, and all other materials, equipment, and procedures necessary to complete the work specified herein.

SCOPE OF WORK

The intent of the contract is to provide a complete outline of the work that the Contractor undertakes in full compliance with the plans and specifications. The Contractor shall perform the installation of cured-in-place pipe liner (CIPP), and other specified repairs, within existing 27" vitrified clap pipe (VCP) sanitary sewer main, and such additional, extra, and incidental construction as may be necessary to complete the work in an acceptable manner. Due to budgetary constraints, the Village may increase or decrease contract quantities or remove locations of work. No compensation shall be provided to the contractor for any mobilization costs, specifically for changes to quantities.

GENERAL

The Contractor is herein notified that the Village of Hoffman Estates will require that any questions or clarifications on the contract documents must be made in writing at least three working days prior to the bid opening. No questions or clarifications received after that time will be responded to by the Village. All Contractors who submitted authorization to bid will receive written responses to all inquiries made by all contractors during the bid process no later than two working days prior to the bid opening.

PROJECT SUPERVISOR

The Contractor shall designate an employee as Project Supervisor. The Project Supervisor shall be required to assume the responsibility for general supervision of the Contractor and subcontractors' operations. The Project Supervisor and the Engineer shall work together to properly control and complete the work for the proposed improvements.

The Project Supervisor is responsible for distribution of the plans to the appropriate construction personnel. Failure of the appropriate construction personnel, doing the actual construction, to have a set of plans with them will be considered cause for stoppage of the construction work from proceeding.

BUSINESS OWNER NOTIFICATION

The Contractor shall be responsible for providing written notification to all Business Owners within the project limits. Notification must be given as follows:

Three (3) days prior to work commencing

The Village will provide the Contractor with sample notification letters. The Engineer must approve any deviations from this format.

PERMITTED HOURS OF WORK

The Hoffman Estates Municipal Code restricts all construction activity within 500 yards of a residence to the period from 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 6:00 p.m. on weekends and all construction activity greater than 500 yards of a residence to the period from 7:00 a.m. to 10:00 p.m. on weekdays and 8:00 a.m. to 10:00 p.m. on weekends.

PROJECT SCHEDULE

Prior to commencing construction operations, the Contractor shall meet with the Engineer for the purposes of a preconstruction meeting and present, in writing, his proposed construction schedule for installation of CIPP in accordance with article 108.02 of the Standard Specifications. Once approved, the Contractor must adhere to the schedule so that business notification and field markings of all items of work may proceed in advance of actual construction.

ITEMS INCLUDED IN THE COST OF OTHER ITEMS

The Contractor's attention is called to several specific work items as noted on the Contract Plans and Special Provisions and in addition to the lists in the Standard Specifications. Listed below is a listing of these items for general information only. The list is not intended to be all-inclusive and, therefore, the Contractor is responsible to perform all work according to the Plans, Special Provisions and the Standard Specifications.

- The contractor shall maintain all drainage facilities during construction and shall repair any sanitary facilities damaged during construction. Cost of this work shall be included in the cost of applicable pay items.
- Whenever, during construction operations, any loose material is deposited in the flow line of drainage structures, ditches, gutters, etc. such that the natural flow of water is obstructed, the loose material will be removed at the close of each working day. At the conclusion of construction operations, all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered included in the cost of the contract.
- The Contractor shall be responsible for restoration of damage to pavement, curb & gutter, sidewalk, driveways not specified on plans caused by work activities, site access, or staging. Areas shall be restored to equal or better than existing conditions as directed by the Engineer. This work shall not be paid for separately but shall be included in the cost of the contract.
- Any restoration of lawns, parkways, and other grassed areas disturbed as a result of the
 work, including topsoil, fertilizer, erosion control materials, sodding, and maintenance to
 guarantee uniform growth of the seeded areas shall be the responsibility of the contractor.
 Any areas not deemed to have acceptable growth by the Engineer shall be reseeded, at no
 additional cost, regardless of the original planting time.
- It is the responsibility of the contractor to protect all open holes, equipment, and materials. Open holes shall not be allowed during non-working hours. All open holes shall be backfilled or covered with steel plates at the end of each working day. The contractor shall maintain high visibility of all temporary hazards to pedestrians and motorists. This work will be considered included in the cost of the associated pay items.
- The contractor shall use all necessary precautions and protection measures required to maintain existing utilities, sewers, and appurtenances that must be kept in operation. In particular, the contractor will take adequate measures to prevent the undermining of utilities and sewers which are still in service. It shall be the contractor's responsibility to protect excavation trenches during the installation of storm sewer to include any shoring or dewatering equipment necessary. This work shall be considered included in the cost of the associated pay items.

- The locations of public or private utilities shown on the plans are approximate and the village does not guarantee their accuracy. The contractor shall have the respective utility company field locate all their facilities prior to beginning construction. The contractor shall cooperate with all utility owners in accordance with Standard Specifications, if utility relocation, adjustment, or protection is necessary. The Village of Hoffman Estates cannot be held responsible and charged by the contractor for any time delays. The contractor shall also verify the depths of the existing utilities if necessary to verify that grade conflicts will not occur with any proposed construction. Any relocation or lowering of utilities shall be coordinated by the contractor. The cost of this exploration shall be included in the cost of associated pay items.
- Protecting open holes, pavement opening, equipment and rubble shall be included in the cost of the contract.
- The contractor shall provide portable toilets at all active project locations. Cost of this work will not be paid for separately but shall be included in the cost of the contract.
- Work within the right-of-way requires issuance of permit from the Cook County Department of Transportation and Highways. Contractor shall be responsible for posting and maintaining required bonding for the permit. Cost of this bonding shall not be paid for separately but shall be included in the cost of the contract.

APPLICATION FOR PAYMENT

A written application for payment for work completed shall be submitted to the Village by the Contractor not more than once monthly on a date specified by the Village. The Contractor must submit Partial Waivers of Lien from all subcontractors and suppliers for all materials and labor involved, in the amount of the sum total of the application for payment. When the request for final payment is made, Final Waivers of Lien shall be supplied by the Contractor, subcontractors and all firms which supplied materials or services under this Contract, agreeing that said Contract has been performed, constructed, finished and delivered to the Village free from all claims, liens or charges in the nature of mechanics' liens either in favor of the Contractor or any party, firm or corporation entitled to such lien. The Contractor shall furnish an affidavit stating that all Waivers submitted are the total amount of Waivers required to be submitted. No applications for payment shall be submitted by the Engineer to the Village unless the required Waivers are supplied. Waivers must be furnished by the Contractor to the Engineer at least five days prior to the application for payment submittal date. All contractors and subcontractors shall comply with all applicable state and federal laws including, but not limited to, the Illinois Prevailing Wage Act. Certified Payroll is required from the Contractor and from all subcontractors before payment is released. Failure of the Contractor to submit correct Waivers of Lien at the required time may cause a delay in payment. The issuance of payments for work performed shall in no way lessen the responsibilities of the Contractor.

RETAINAGE

Retainage will be held in the amount of ten percent (10%) of the completed work for the first 50 percent of the contract. After 50 percent or more of the work is completed, retainage will be held in the amount of 5 percent. After 75 percent or more of the work is completed, retainage will be held at 5 percent or lower, at the discretion of the Engineer. Retainage will be withheld until all work and punch list deficiencies are completed to the satisfaction of the Engineer.

ACCIDENT REPORTING

All accidents occurring on the job which damage public or private property, or result in injuries to worker or other persons, shall be promptly reported to the Engineer and Police Department. Accidents involving utilities shall also be reported to the appropriate utility. This applies to all accidents, including, but not limited to, traffic accidents, broken pipelines, power and telephone facilities, and damage to adjacent properties.

GENERAL CONTRACTOR OR SUBCONTRACTOR HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the Municipality, its agents, and its employees from and against all claims for personal injury or property damage, including claims against the Village, its agents, or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney's fees that may be incurred by the Village, defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. In any and all claims against the Village or any of its agents, or servants by an employee of a Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or subcontractor under Workers' Compensation Acts, Disability Acts, or their Employee Benefit Acts.

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012 Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

AVAILABLE REPORTS

☐ No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- X Televising Reports of 27" Sewer
- X Existing plans

Those seeking these reports should request access from:

Alan Wenderski, Director of Engineer, Village of Hoffman Estates 847-252-5802, alan.wenderski@vohe.org

TRAFFIC CONTROL PLAN

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any IDOT Highway Standards contained in the plans, the Traffic Specifications and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following IDOT Highway Standards, Details, and Special Provisions contained herein, relating to traffic control.

STANDARDS: 701901-08

DETAILS: Detour Plan

SPECIAL PROVISIONS: Traffic Control and Protection Maintenance of Roadways

The contractor shall notify the Engineer at least 72 hours in advance of any change in traffic staging.

BASIS OF PAYMENT: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION.

CURED-IN-PLACE PIPE LINER

Description. This work shall consist of installing cured-in-place pipe (CIPP) liners to rehabilitate pipe culverts or storm sewers.

Materials. Resin-impregnated flexible tubes or pipes shall be according to ASTM D 5813. Upon delivery of materials to the jobsite, the Contractor shall furnish independent test reports from the supplier showing the physical properties of the CIPP liner meets the material requirements of the applicable ASTM documents for the proposed liner.

Construction Requirements. Installation of the CIPP liner shall consist of a resin impregnated flexible tube or pipe being inverted or pulled into the host pipe and expanded to conform to the interior of the host pipe. The resin impregnated tube shall then be cured in place, creating a continuous structural liner within the host pipe.

The Contractor shall submit the following to the Engineer for approval, at least 15 days prior to the start of work:

(a) References. A list containing at least three projects completed within the last three years prior to this project's bid date in which the Contractor performing this work has installed CIPP liners. The list of projects shall contain names and phone numbers of representatives who can verify the Contractor's participation on those projects.

- (b) Experience. Name and experience record of the CIPP liner supervisor
- (c) Materials. Manufacturer's published literature for the proposed CIPP liner.
- (d) Installation Procedure. Proposed methods of water diversion, cleaning and preparation of the existing culvert, ASTM standard for the proposed CIPP liner, setup locations for pulling or inverting the CIPP liner, testing and inspection methods, and final clean-up operations. Quality control procedures for conformance with applicable water testing and stormwater management requirements.

The Contractor shall submit a design report for each CIPP liner in the Contract, sealed by an Illinois licensed Structural Engineer, prior to the installation of the respective CIPP liner. Prior to completion of the design report, the Contractor shall clean and inspect the host pipe as described in the installation procedure. The Contractor shall provide a recording of the inspection to the Engineer. Authorization from the Engineer shall be requested to clear any obstructions not able to be removed by conventional sewer cleaning equipment.

The design report shall be submitted to the Engineer for approval prior to installation and include the following.

- (a) The anticipated length and diameter of CIPP liner.
- (b) The location and characteristics of cavities in and around the existing structure, and the location and quantity of any additional materials required, such as grout, pea gravel, or flowable backfill, to repair the existing structure and fill these cavities.
- (c) The location of any deformities such as jagged edges that may impact the liner installation or its function, and a plan to correct the deformities.
- (d) Design calculations and required in-place liner thickness of the CIPP liner. The wall thickness shall be calculated using the methodology provided in the applicable ASTM standard practice for the approved CIPP liner. The design loads shall be as per the AASHTO LRFD Bridge Design Specifications. The host pipe shall be considered fully deteriorated. The proposed CIPP liner shall have a 50-year design life, with a factor of safety of two (2).
- (e) The final in-place hydraulic opening shape and dimensions of the CIPP liner.

Liner shall not be installed until the design report has been approved by the Engineer. Liner shall not be installed if rain is in the forecast on the day of installation.

After completion of the design report, but prior to installation of the CIPP liner, the Contractor shall confirm the host pipe is in suitable condition for the installation of the proposed CIPP system.

Pipes shall be drained and flow shall be diverted.

The CIPP shall be installed according to ASTM F 1216, ASTM F 1743, or ASTM F 2019.

A resin impregnated sample (wick) shall be provided by the Contractor to provide verification of the curing process taking place in the host pipe.

The CIPP wall thickness installed by the Contractor shall be the Required In-Place Liner Thickness calculated in the design report, with allowable tolerances as per the applicable ASTM documents. Measured sample thickness will not include any portion not considered by the Engineer to be considered a structural component of the system.

The Contractor shall inspect the CIPP liner and provide the Engineer with a recording showing and describing the entire length of the completed liner. Any excessive wrinkling or damaged CIPP liner areas shall be repaired or modified to the satisfaction of the Engineer.

Method of Measurement. This work will be measured for payment in place in feet. When the CIPP enters a manhole, inlet, or catch basin, the measurement will end at the inside wall of the manhole, inlet, or catch basin.

Basis of Payment. This work will be paid for at the contract unit price per foot for CURED-IN-PLACE PIPE LINER, of the diameter specified.

Debris removal requiring equipment beyond conventional sewer cleaning equipment, prior to the installation of the CIPP liner will be paid for according to pay item HEAVY CLEANING.

TRAFFIC CONTROL AND PROTECTION

Traffic Control and Protection shall be provided as called for in the plans, details, Special Provisions, Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer. The work shall be performed in accordance applicable portions of Section 701 of the Standard Specifications.

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) which price shall include all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, replace, relocate, and remove all traffic control devices indicated in the plans and specifications.

HEAVY CLEANING OF SANITARY SEWERS

This work consists of heavy cleaning equipment to remove large deposits of debris, root growth, mineral deposits, bricks/concrete, and others from storm sewers. Heavy cleaning is defined as additional debris to be removed from the sewer after three passes of the jetter. Bucket machines, scrapers and higher jetting equipment can be utilized in this heavy duty cleaning.

Contractor shall be responsible for disposing of all debris and material removed from the heavy cleaning procedure. No debris is to be left in the sewer structure, pipes, or passed downstream.

This Pay Item also includes removal of roots and mineral deposits that protrude more than one inch into the pipe using a cutter.

Payment will only be made after visual justification of the need for heavy cleaning and/or root/mineral deposits by recording the problem on the television inspection after three passes of the jetter, before heavy cleaning is performed.

The work of this pay item will be paid for the Contract Unit Price per foot for HEAVY CLEANING which price shall include all labor, equipment, disposal and incidentals to complete the work described above.

LIVE SEWER BYPASS

Section Summary

- The Contractor or subcontractor performing the bypass pumping shall have a minimum of five (5) industrial projects of at least equal scope and complexity within the last ten (10) years.
- Control and maintain all sanitary sewer flows within the sewer system during the Work. Service will always be maintained.
- Precautions shall be taken to prevent potential spillage from reaching the storm water system.
- Section Includes:
 - 1. Minimum requirements for bypass pumping for sewage flow control necessary to facilitate sewer line crossing or replacement construction activities.
 - 2. Provide all labor, equipment, supervision, and materials necessary to eliminate flows via bypass pumping through a section or sections of pipe designated at crossing or replacement locations.
 - 3. Contractor may convey existing flows by bypass pumping or other appropriate methods approved by the Engineer.
 - 4. Plugging of sewer lines shall not be permitted without bypassing except for Engineer approved private gravity laterals under specific conditions.
 - Conform to applicable requirements of the OSHA Standards for Construction.
 - Contractor shall maintain existing flow capacities at all points of connection and in areas where the existing line conflicts with the construction of the new lines.
 - Where no right-of-way or easement is shown to accommodate bypass

operations, Contractor shall be responsible for coordinating with private property owners.

• All bypass operations shall include overflow prevention monitoring and odor control in accordance with this section.

References

Uniform Plumbing Code, most recent accepted edition.

Submittals

- Submittals: Comply with the Conditions of the Contract.
- Submit bypass pumping plan to the Engineer for review and approval 28 days in advance of the bypass work.
- Submit a Spill Prevention Containment and Countermeasure Plan (SPCC) in accordance with the Spill Prevention and Emergency Response Planning guidelines.
- Contractor shall obtain and submit a copy to the Engineer of all permits required for bypass pumping operation.

Bypass Pumping Plan

Prepare a detailed Bypass Pumping Plan, prepared by a licensed professional engineer licensed in the state of Illinois, which describes the measures to be used to control flows. Submit the Plan to and obtain approval of the Plan from the Engineer prior to beginning bypass pumping work. Contractor's Plan shall include, but not be limited to the following:

- 1. Drawings indicating the scheme and location of pumps, suction manhole, suction piping, discharge manhole, discharge piping, temporary sewer plugs, flow diversion structures, dams, odor control, overflow prevention monitors, and related materials and equipment for each of the bypass pumping sites.
 - a. Plan shall show location of all bypass pumping systems, including odor control, and shall discuss phasing, reuse, and movement of systems during construction as applicable.
 - b. Bypass pumping plan shall designate which system/setup will be used where and when as applicable.
 - c. Structures and equipment within the public right-of-way shall be identified as such on the plans.
 - d. Plan shall show the sewer installation or sewer alterations to be accomplished during each bypass pump set up. The plan shall list the order of work requiring bypass pump set ups to

verify downstream sewers are ready to accept bypass flows. The order of work shall correspond with the overall Project Schedule.

- 2. Right of Way Ownership.
- 3. Contractor shall submit to and obtain appropriate permits from each entity having jurisdiction when the pump bypass plan encroaches into their right of way.
- 4. Vehicular and pedestrian access to public and private facilities shall be coordinated with the traffic control plan. The traffic control plan shall show how vehicles and pedestrians will be protected from injury resulting from bypass operations.
- 5. Contractor-performed flow monitoring results.
- 6. Capacities and sizes of pumps (including backup pumps), standby equipment, and power requirements if applicable.
- 7. Key operational control factors (i.e., maximum flow elevations upstream of dams).
- 8. Design calculations proving adequacy of the system and selected equipment, including static lift, friction losses, fitting losses, flow velocity, pump curves identifying operating range, and pipe thickness calculations. Pipe thicknesses calculations shall assume an H20 live loading at crossings.
- 9. Sewer plugging method and type of plug.
- 10. Provide location of plug in manhole (upstream or down-stream of manhole).
- 11. Method of noise control for each pump and generator.
- 12. Thrust restraint block sizes and locations where space is limited.
- 13. Method of securing and bracing of sewer plug shall be submitted. At a minimum, the plug must attach to a cable/chain which is then connected/tied off to an immobile object, as approved by the Engineer.
- 14. Temporary pipe supports, and anchoring required.
- 15. Contingency plan for cleanup and disinfection procedures in the event of a sewer spill. Contingency plan will identify equipment, tools, and manpower necessary to complete clean up, disinfect and repair.
- 16. Staffing plan including name and qualifications for on-site

operators. Trained bypass pumping personnel (pump operator) shall be present during the entire bypass operation. Logs shall be maintained by the bypass pumping personnel. Submit bypass pumping personnel qualifications for agency review and approval.

- 17. Site layout showing all major components.
- 18. Wet weather event procedures.
- 19. An emergency response plan that addresses containment, notification procedures, and equipment failure procedures. An emergency contact list with 24-hour phone numbers shall be submitted and updated as needed.
- 20. Schedule including durations and dates for each sequence.
- 21. Protection method for existing utilities.

Number and size of pumps used in bypass pumping shall be such that if the largest pump is out of service, bypass flows will be maintained during the bypass operation.

Contractor may obtain current flow estimates from the Engineer, but shall field verify minimum, maximum, and average flow to be bypassed as detailed in this section.

Notifications

- In addition to providing the Bypass Pumping Plan, Contractor shall notify the Engineer and receive written approval from the Village Engineer prior to each bypass operation.
- Contractor shall provide written notice to affected properties both 7 days and 24 hours prior to bypass work. The written notice shall list the date and times when sewer service will be affected and when it will be returned to normal service along with a phone number that owners can call for information.

Interruption of Sewer Service

- Sewer service shall be maintained to all customers.
- Sewer service shall not be stopped.
- Service shall not be interrupted, and no bypass operations shall occur during special events, if any, as identified by the Village Engineer.
- Only 1 pipe segment, and the associated laterals, may be affected at 1 time.
- Lateral lines into manholes shall be bypassed from the next upstream structure in which no work is required or has been or is yet to be completed. If the structure upstream is private, Contractor shall notify the Engineer and receive written approval from the Village Engineer prior to bypass operations.

• Lateral lines tying directly into the pipe shall be bypassed to the next downstream structure in which no work is required for that segment.

Noise Control

- Noise Control: Contractor shall comply with all local and agency noise limitation requirements.
- Contractor shall be required to limit noise production by using special mufflers, barriers, enclosures, equipment positioning, and other approved methods.

System Protection

- At each bypassing site, the Contractor shall have the entire bypassing system in place, functional, and tested before bypassing any sewage.
- Contractor shall be responsible for all bypass flows. Contractor shall inspect each bypass pumping, piping system, and odor control system in its entirety for leaks or spills on an hourly basis. Each bypass operation shall have a minimum of 1 trained and qualified attendant who shall provide 24/7 coverage and whose only duty is to maintain the bypass pumping and odor control systems until the bypassing of that specific pipeline is no longer required. An inspection log shall be kept at each pumping location.
- The attendant shall be qualified to both operate and repair any and all problems that may occur. The attendant shall have a cellular phone for communication between the Engineer and the site in the event of emergencies. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted. In the event of any sewage spill, Contractor shall be responsible for the prompt notification of the Village Engineer, cleanup, and disinfecting of the spill as called for in the bypass plan. Contractor shall compensate the Village for the cost of fines levied as the result of a spill or unauthorized discharge.
- Work stoppage may be required due to a large storm event common to the seasons for which the Work is scheduled.

Quality Control

- Hydrostatic Pressure Test
 - 1. Bypass lines, fittings and accessories shall withstand twice the maximum pressure of the system or 50 psi, whichever is greater.
 - 2. The test shall run for a period of 24 hours.
 - 3. Contractor shall fill the line with water.
 - 4. The line shall be sealed on the discharge end.
 - 5. The line may be put in service if after the 24-hour period the pressure has been maintained and there are no observable leaks.

- 6. Notify the Engineer 24 hours prior to testing.
- Inspection
 - 1. Operator shall inspect temporary bypass pumping and piping system at a minimum of every hour.
 - 2. Inspection Log: Keep at each pumping location

PART 2 PRODUCTS

Equipment

- A. Supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer(s) or manhole(s) in which work is to be performed.
- B. Pumps used for bypassing shall be capable of passing at least a 3-inch solid sphere, and bypass piping shall have a minimum size of 4-inch diameter
 - 1. Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system.
 - 2. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum, and a spare back-up pump shall be required.
 - 3. All fuel tanks for pump or generator motors shall be filled by Contractor prior to leaving the job site if bypass pumping must continue.
 - 4. Do not suspend work for more than 24 hours during operation of a bypassing system, unless otherwise permitted by the Engineer.
- C. Bypass pumping pipe shall be located with the least impact on vehicular and pedestrian traffic, shall have no visible leaks, and shall be restrained as necessary to prevent any movement of the pipe. If the pipe must run perpendicular to traffic, the pipe shall be buried to prevent traffic restrictions. A plan to prevent Sanitary Sewer Overflows (SSOs) shall be approved by the Engineer and a redundant force main shall be provided. Contractor shall submit pipe design calculations and manufacturer information as well as emergency operation procedures to prevent a SSO as part of the Bypass Pumping Plan.
- D. All pumps, generators, and other equipment shall be placed in a secondary containment or on a plastic tarp to protect against spills of petroleum products used by the equipment.
- E. Bypass pumping system shall be cleaned and drained prior to being dismantled and moved to the next location. Contractor shall alternate pigging and purging of the system to remove all loose material. After Contractor has

- cleaned the pipe, and prior to dismantling of the piping for removal from the Project site, Contractor shall disinfect the pipe with 10 percent chlorine and water solution.
- F. No "lay flat" pipe shall be allowed. All pipe shall be rigid pipe.
- G. Overflow prevention monitors shall be field-ready corrosion resistant housings meeting IP67/NEMA 4, 4X standards with cellular communication capability, the ability to send text alerts to at least three user-designated phone numbers, non-confined space installation, and maintenance free operation.

Temporary or Permanent Bypass Pumping Facilities

- A. In establishing a bypass pumping facility on private property under a right-of-entry and/or right-of-access agreement, Contractor shall provide preference to an existing access location (manhole and/or cleanout) on the private property to establish the bypass pumping facility. Where an existing access location is utilized, no payment for temporary or permanent bypass pumping facilities will be authorized by the Engineer.
- B. Where an existing access location on private property is not available or would be impractical to use and a right-of-entry and/or right-of-access agreement from the property owner has been obtained, as approved by the Engineer, Contractor shall construct such temporary or permanent access as may be required to establish the bypass pumping facility.
 - 1. Temporary bypass pumping facility shall comply with the Uniform Plumbing Code and Standard Specifications, as applicable.

PART 3 EXECUTION

<u>Preparation</u>

- A. Contractor shall notify the Engineer 48 hours prior to bypassing or diverting flow in any of the pipelines or laterals.
- B. Take precautions to ensure that bypass pumping shall not cause damage to public or private properties.
 - 1. In the event damage occurs, make provisions to correct such damage at no additional cost to the Village.
 - 2. Contractor shall be responsible for damages to public or private property, overflows from the sewer system, and violations resulting in fines as a result of the bypass operation.
- C. Contractor shall include 100 percent redundancy for bypass piping; 2 or more pipes (same size or larger) shall be installed. Redundancy shall be such that if

1 line is damaged during operation a second or third pipe can immediately take its place. Contractor shall include 1 redundant pump with the following minimum requirements.

- 1. 100 percent redundancy for 2 pump operations, (1 in operation and 1 on standby), each pump with project peak flow capacity.
- 2. 50 percent redundancy for 3 pump operations, (2 in operation and 1 standby), each pump with 50 percent project peak flow capacity.
- 3. Different arrangements will be allowed with prior approval by the Engineer.
- 4. Standby pumps shall be plumbed, fueled, and operational at all times. Standby pumps shall be maintained by Contractor and ready for immediate operation.
- D. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and any other spare parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.
- E. Bypassing systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer.
- F. Overflow prevention monitors shall be programmed to alert the Contractor, the Engineer, and designated Village of Hoffman Estates staff.

Bypass Pumping

- A. Contractor's sewage bypass pumping operations shall not harm the Village of Hoffman Estates, nor any other public or private party. Any and all penalties, fines, judgments, or injunctions levied due to Sanitary Sewer Overflow (SSO) spills or any other problems caused or related to Contractor's bypass pumping operations, monetary and otherwise, shall be borne and paid by Contractor.
- B. Bypass shall be made by diversion of the flow from at least 1 manhole upstream from section where work is taking place, around the section to be taken from service for new construction, to an existing downstream location, at least 1 manhole beyond the section where work is taking place.
- C. Bypass Pumping Capacity:
 - 1. Prior to construction, Contractor shall perform flow monitoring on all lines to be bypassed in accordance with the following requirements. The measured flow rate, minimum, average, and peak shall be included in the bypass pumping plan.

- a. Contractor shall be required to monitor flows for a minimum of 7 consecutive days encompassing 2 weekends. The flow data shall be collected and recorded at 15-minute intervals.
- b. Contractor shall complete 7-day area/velocity flow monitoring on all pipes proposed for diversion. Diverted flows shall be discharged to the trunk line (downstream of the diversion), unless otherwise authorized by the Engineer.
- c. Project Peak Flows shall be calculated without any upstream diversions in place, using the highest flow determined from the following criteria:
 - 1) Times the Peak 15 Minute Flow or
 - 2) Times the Average 15 Minute Flow
- d. Project Peak Flows shall be used to determine the number and size of primary pumps, standby pumps, suction pipes, discharges pipes, redundant discharge pipes, and any other flow related element of the bypass pumping system.
- e. Pipe velocity through force mains shall be at least 3 fps but not exceed 12 fps.
- D. Bypass Pumping Minimum Procedures:
 - 1. Contractor shall provide bypass pumping capable of handling Project Peak/ Maximum and Minimum flow loads for the pipeline(s) to be bypassed.
 - 2. When performing bypass work, ensure that pumping redundancy is on- site with all appurtenances (suction/discharge pipe) attached so that a pump can immediately be started when another pump has to be taken out of service.
 - 3. Provide on-site a minimum of 1 trained and qualified operator for each bypass operation who shall provide 24/7 coverage and possess the experience and knowledge to operate, maintain, repair, refuel, and so forth at all times while bypass pumping systems are required.
 - 4. Install plugs in upstream portion of pipe in manhole, if operation allows. If not, bag or plug shall be secured with length of cable that will extend to the next downstream manhole for retrieval. This is to prevent rogue/runaway bags/plugs from entering the collection system. Opening in retrieval manhole shall be large enough to allow bag/plug removal. Also take into consideration the invert/base construction,

- 90-degree manholes, offset/angle points, and so forth when determining the retrieval manhole.
- 5. Pumping systems for laterals shall be designed for frequent pump operation in accordance with the following requirements:
 - a. Contractor shall maintain existing working levels in existing lift station wet wells.
 - b. Sewage level in manholes shall be maintained at as low a level as possible to prevent odor problems and the bypass pumping equipment shall at a minimum pump at the same rate as the flow rate into the manhole.
 - c. All bypass pumping operations shall be individually addressed in the bypass pumping plan.
- 6. Contractor shall submit a written bypass pumping plan addressing the above requirements before proceeding with work. Provide an emergency list of phone numbers.

Removal

A. Remove bypass pumping system when no longer needed. The Contractor shall notify the Engineer 48 hours prior to shutting down the bypass system. After completion of bypass pumping operations, Contractor shall clean disturbed areas, restoring them to their original condition. This operation shall include but not be limited to, pavement restoration and landscaping, at least equal to that which existed prior to start of Work.

PART 4 – MEASUREMENT AND PAYMENT

The work of this pay item will be paid for the Contract Unit Price Lump Sum for LIVE SEWER BYPASS which price shall include all labor, equipment, disposal and incidentals to complete the work described above.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.
 - Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.
- (I) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."



Local Public Agency Formal Contract

Contractor's Name]			
Contractor's Address	City		State	Zip Code
STATE OF ILLINOIS				_
Local Public Agency		County	Section	Number
Street Name/Road Name			Type of Funds	
CONTRACT BOND (when required)			1	
For a County and Road District Project		For a	Municipal Project	_
Submitted/Approved Highway Commissioner Signature & Date	Signatur	Submitted re & Date	d/Approved/Passed	
Submitted/Approved County Engineer/Superintendent of HighwaysSignature & Date	Official T	Γitle		
	Conc	Departm currence in appro	nent of Transportation	on
	Regiona	al Engineer Signat	ture & Date	

Loc	cal Public Agency	Local	Street/Road Name	9			County		Section Number
1	THIS AGREEMENT, made and concluded th		day of			betwee	on the		
١.	THIS AGREEMENT, Made and concluded in		Day day of	Month	and Year	Detwee		Local	Public Agency Type
		known	as the party of the	first p	art, and				
	Local Public Agency its successor, and assigns, known as the par	rty of th	ne second part.				С	ontracto	r
2.	For and in consideration of the payments and the party of the first part, and according to the with said party of the first part, at its own prop complete the work in accordance with the plat this contract.	e terms per cos	s expressed in the st and expense, to	Bond do all	referring th the work, f	nis contra urnish al	ict, the pail	rty of th and al	e second part agrees I labor necessary to
3.	It is also understood and agreed that the LPA		-	-					Business Office,
	Apprenticeship or Training Program Certifica	ition, ai	nd Contract Bond	hereto	attached,	and the I	Plans for S	Section	Section Number
	in .	,approv	ved by the Illinois [Depart	ment of Tra	ansporta	tion on		, are essential
	Local Public Agency		,	'		•	_	Dat	·
	documents of this contract and are a part her	reof.							
4.	IN WITNESS WHEREOF, the said parties ha	ave exe	ecuted this contrac	t on th	e date abo	ve menti	oned.		
	Attest:	The			of				
			Local Public Ager	ісу Тур	e -		Name of	Local P	ublic Agency
C	lerk Signature & Date			Par	ty of the Fi	rst Part S	Signature a	& Date	
			Е	By:					
(SF	AL, if required by the LPA)						(If a Corpo	oration)	
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				By:					
(SE	AL, if required by the LPA)					(If a Lim	ited Liabili	ity Corp	oration)
				LLC	C Name				
			-	Ma By:	nager or Au	uthorized	Member,	Party o	of the Second Part
				oy.					
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	cretary Signature & Date				-1 0:	t 0 D	-4-		
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				_		_		under th	ne firm name of
(SE	AL, if required by the LPA)			Pa	rty of the S	econd P	art		
				_			(If an indi		
				Par	ty of the Se	econd Pa	ırt Signatu	ire & Da	ate

BOND NO.	DATE BOND EXECUTED:
PRINCIPAL:	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

- 1. The Principal(s) and Surety(ies) on this bond agree that all undertakings, covenants, terms, conditions and agreements of the Contract Documents listed above and incorporated herein by reference will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due to them under the provisions of such contracts for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.
- 2. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and 5. assigns, jointly and severally, firmly by this Bond. a)
- 3. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any agreements, bid documents, specifications, engineering, design, or construction requirements or other Village documents associated with the Project, including any laws, ordinances and/or governmental regulations related to the Project.
- 4. Surety waives all of its surety defenses including, but not limited to, the following:
- a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;
- b) Any extension or reduction of time beyond the period provided for in the Contract Documents for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;
- c) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Contract Documents, or that taking of any action, proceeding, or step by

Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

- d) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;
- e) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.
- f) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

4. Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

- A) abandoned the performance of its obligations under the Contract Documents; or
- B) failed to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due to them under the provisions of such contracts for labor performed or materials furnished in the performance of the Contract Documents; or
- C) renounced or repudiated its obligations under the Contract Documents; or
- D) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Contract Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180

days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

- 6. Should Surety following notice of default notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:
- a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;
- Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations. impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount:
- c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.
- 7. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph

- No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village will return the excess to Surety after completion of the work.
- 8. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.
- All notices sent to the Principal(s), Co-9. Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.
- 10. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
- 11. No party other than the Village shall have any rights under this Bond as against the Surety.
- 12. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.
- 13. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of nonpayment under this Bond or other actions to the Village.
- 14. Surety waives its right to trial by jury.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:	Legal Name of Organization:
State of Incorporation:	
	Address:
Authorized Signature(s):	
By:Signature	By:Signature
(Type name and title)	(Type name and title)
ACKN	OWLEDGMENT OF PRINCIPAL(S)
STATE OFCOUNTY/CITY OF	: :
I,do hereby certify that	Notary Public in and for the State and County/City aforesaid,
whose name is signed to the for County/City aforesaid and acknowledged	oregoing bond, this day personally appeared before me in my State and the same.
Given under my hand this day o My commission expires:	f,
	NOTARY PUBLIC
Surety:Bond No.:	

CO-PRINCIPAL(S)

Type of Organization:	Legal Name of Organization:
State of Incorporation:	
	Address:
	-
Authorized Signature(s):	
By:	Ву:
By:Signature	Signature
(Type name and title)	(Type name and title)
ACKNOWI	EDGMENT OF CO-PRINCIPAL(S)
STATE OF	:
COUNTY/CITY OF	
I,do hereby certify that	Notary Public in and for the State and County/City aforesaid,
whose name is signed to the forest County/City aforesaid and acknowledged the	going bond, this day personally appeared before me in my State and
Given under my hand this day of _	
My commission expires:	NOTARY PUBLIC
Surety:Bond No.:	
	CORPORATE SURETY
Type of Organization:	Legal Name and Address:
Liability Limit:	
	Address:
Authorized Signature(s):	
By:	Ву:
Signature	Signature
(Type name and title)	(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF	:
COUNTY/CITY OF	
Ι,	Notary Public in and for the State and County/City aforesaid
do hereby certify that	
whose name is signed to the for County/City aforesaid and acknowledged	oregoing bond, this day personally appeared before me in my State and the same.
Given under my hand this day o My commission expires:	of
5	NOTARY PUBLIC
Surety:	
Bond No.:	