



**REQUEST FOR BID # 18119
FOR
Water Intake Inspection Project**
<https://www.wilmette.com/government/bids-rfps/>

Pre-bid Meeting	None
Last Date/Time for Questions	May 17, 2018 11:00 am local time
Bids Due At Village Hall 1200 Wilmette Ave, Wilmette, IL 60091	May 31, 2018 11:00 am local time
Bid Opening	May 31, 2018 11:00 am local time

Submit bids to:

Cliff Ruemmler
Purchasing Manager
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
(847) 853-7619
purchase@wilmette.com

Note: This cover sheet is an integral part of the bid documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful BIDDER.

VILLAGE OF WILMETTE NOTICE TO BIDDERS

Notice is hereby given that the Village of Wilmette (the "Village") will receive bids at the Village Hall, 1200 Wilmette Avenue, Wilmette, IL 60091 until May 31, 2018 at 11:00 am, local time to inspect and clean three (3) Water Plant intake structures, with a pipe penetration during the 2018 dive season associated with the Village's water plant facility located at 200 Lake Avenue, Wilmette, IL 60091. Bids will be publicly opened and the amounts on the Summary Bid Sheets will be read aloud.

Required/Optional Pre-Bid Meeting

None

Description of Work

The proposed work is officially known as the Water Intake Inspection Project, as further described in the Village RFB Scope of Work section of this request for bid.

Availability and Clarification of Documents

This RFB and any addendums will be posted on the Village's website at:

<https://www.wilmette.com/government/bids-rfps/>.

Any questions related to this RFB should be submitted in writing to Cliff Ruemmler, Purchasing Manager, at Purchase@wilmette.com.

Questions received by the Village, including the Village's responses will be consolidated and posted to the Village website. Contractors will provide written acknowledgment of each addendum issued with their Bid submission. Oral explanations will not be binding.

No clarifications, interpretations or addenda shall be issued after 11:00 am local time on May 24, 2018.

It is the sole responsibility of the Bidder to check the Village' website to determine if an addendum has be posted.

BID PREPARATION AND SUBMISSION

Bid Bond

Not required

Preparation of Bid Documents

The BIDDER shall prepare the bid on the attached bid forms furnished by the Village starting on page 7 of this RFB.

All blank spaces on the bid pages applicable to the subject specification must be correctly completed in ink or type written. All signatures must be completed in ink.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the Village's opinion that the words rather than the figures are in error. BIDDERS are warned against making any erasures or alterations of any kind, and Bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

Conditions

BIDDERS are responsible to become familiar with all conditions, instructions, and contract documents governing this bid, including the **Contract terms in Appendix TWO (2)**. Submission of a bid will be considered specific evidence of having performed the above. **Any exceptions to the contract document that you may have must be included on the Bid Exception Sheet.** Once the award has been made, failure to have read all the conditions, instructions and specifications of this RFB shall not be cause to alter the original bid or to request additional compensation.

Prices

The price submitted shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services, incidentals, application, performance, overhead and profit.

Performance Bond

Not required

Submission of Bids

All Bids must be delivered to the Purchasing Manager by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post-marked time on the envelope.

Three (3) hard copies and one electronic copy of the complete bid in Adobe Acrobat PDF format (CD, DVD or USB flash drive is acceptable) should be submitted in a sealed envelope. The envelope must be clearly marked with the project name, BIDDER'S name, address, bid opening location, date and time.

Withdrawal of Bids

BIDDERS may withdraw or cancel their bid at any time prior to the bid opening time by submitting a request in writing to the Purchasing Manager at purchase@wilmette.com or by mail at 1200 Wilmette Ave, Wilmette, IL 60091. Mailed requests to withdraw a bid arriving after the specified time will not be accepted regardless of post-marked time on the envelope. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful BIDDER shall not withdraw or cancel its bid after having been notified by the Purchasing Manager that said bid has been accepted by the Village Board.

Prevailing Wage

The proposed work described herein is covered by the Illinois Prevailing Wage Act. It is the Bidder's responsibility to obtain current prevailing wage rate information from the Illinois Department of Labor. Prevailing wage rate updates can be obtained from <http://www.state.il.us/agency/idol/>.

Consideration of Bids

The work shall be awarded to the responsible BIDDER who submits the responsive bid that is most advantageous to the Village.

The Village reserves the right to waive any technicalities, irregularities or award in part or in whole or to not award at all, reject any and all bids, and may order a re-advertisement for new bids or whatever is in the best interest of the Village.

Failure on the part of the successful BIDDER to execute a contract within thirty (30) calendar days of its receipt shall be considered just cause to withdraw the award.

If the bid does not meet the entire Village specifications but does substantially meet the requirements, the BIDDER should indicate, in writing on the Bid Exception Sheet, all deviations from the specifications. The specifications included in this RFB are to be considered as minimum.

Disqualification of Bids

The following will be cause for disqualification of bid proposals:

- a. Prices excessively high and/or exceed monies available for the intended work;
- b. Failure to offer to meet specified delivery or performance schedules;
- c. Failure to price out the bid in conformance to the required format; or qualification of price to protect the BIDDER from unknown future market conditions;
- d. Rights of the Village limited under any contract clause;
- e. Reasonable basis to suspect either conflict of interest or collusion among BIDDERS;
- f. BIDDER fails to submit required information, literature, or affidavits with bid;
- g. Late bids;
- h. Failure of any authorized person to sign any required forms or to sign the bid;
- i. BIDDER is prohibited by local, state or federal law from entering into public contracts;
- j. BIDDER is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village;
- k. BIDDER has failed to perform faithfully any previous contract with the Village; and
- l. Anything to be in violation of the procurement policies and procedures for the Village of Wilmette.

SCOPE OF WORK FOR THE WATER INTAKE INSPECTION PROJECT

The following Specifications and other provisions shall govern the performance of the proposed work and will be made a part of the Contract.

Background

The Wilmette Water Plant has two intake pipes serving the treatment plant: a 30-inch pipe installed in 1933 and a 42-inch pipe installed in 1971. The intake pipelines extend approximately ½ mile and one mile out in the Lake, respectively. The 1933 intake terminates at two drum structures 65 feet apart; the 1971 intake terminates at a wooden crib structure. All three structures are submerged in approximately 22 feet of water with no surface markings.

Scope of REQUIRED Work

The scope of services for this contract includes the provision of all required labor, materials and equipment as required to complete the work. The project includes, but may not to be limited to:

1. Locate and inspect the interior of the single 1971 and the two 1933 intake structures.
2. Isolate three zebra mussel control valves, one at each structure, for a Village pressure test.
3. Perform a 250 ft. pipe penetration into the 42-inch pipeline at the 1971 structure. This could be accomplished either by the use of Remotely Operated Vehicle (ROV) or by a Diver.
4. Re-open the isolation zebra mussel valve at the conclusion of the three-hour Village pressure test.
5. Provide a written report of findings, video recording (file format mp4) of the entire diving and cleaning work on a USB flash drive of the three intake structures and the pipe penetration.

Scope of OPTIONAL Work

Please provide a separate unit price per cubic yard for removal of sediment from the inside of the two 1933 intake structures. Estimated quantity to remove is 3 yards from each intake structure. The known sediments are mostly sand, clay and perhaps few rocks. It is the Contractor responsibility to comply with any applicable regulations regarding the removal of sediments and debris away from the intakes structures.

Additional Information

1. To access the 1933 cribs, you need to unbolt the access hatches on each structure.
2. The last contracted inspection and cleaning service was performed in 2015.
3. Removal of the Zebra mussels is not part of the services of this RFB.
4. Rough drawings of the intake structures, with the zebra mussel lines indicated are included in Appendix One.
5. The Village will:
 - a. Provide GPS coordinates and use compressed air to assist the contractor with location of the intake structures.
 - b. Reduce pumpage during pipe penetrations, if necessary.
 - c. Conduct the pipeline pressure test on the zebra mussel line from the water plant while the valves are isolated (closed).

Coordination With Operations / Working Hours

The commencement of the project will proceed upon signature approval of the Contract and issuance of a Village Purchase Order. All work shall be completed by no later than September 21st, 2018.

The diving inspections must be coordinated with the Assistant Director of Water Management. The date of diving inspections will be approved by the Village based on operational conditions.

All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1st)
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day (December 25th)

The Village reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. The Village and the Contractor may agree upon an alternate work schedule in order to alleviate safety concerns.

INSTRUCTIONS TO BIDDERS ON COMPLETING FORMS
WATER INTAKE INSPECTION PROJECT
RFB No. 18119

BIDDER INFORMATION

Company Name: _____

Address: _____

City, State, Zip _____

Contact Name: _____

Phone / Email: _____

The following Bid Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable, and included in the bid (one original, two copies and one electronic copy):

BID SUBMISSION FORMS, in this order

<input type="checkbox"/> This Instructions To Bidders Page
<input type="checkbox"/> Summary Bid Sheet
<input type="checkbox"/> Customer Reference Form
<input type="checkbox"/> Bid Exceptions Sheet
<input type="checkbox"/> Bid Affirmation and Certification Pages (signed)
<input type="checkbox"/> Certification of Compliance (signed)
<input type="checkbox"/> IRS Form W-9 (signed)

SUCCESSFUL BIDDER ONLY

The **successful** Bidder will be required to execute the Contract included in **ATTACHMENT TWO** to this RFB. These documents **SHOULD NOT** be completed at the time of bid submission.

SUMMARY BID SHEET
WATER INTAKE INSPECTION PROJECT
RFB No. 18119

_____ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined in the **Scope of Work** section of the **RFB No. 18119 – Water Intake Inspection Project** in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

REQUIRED Scope of Work

Locate & inspect three Wilmette Water Plant intakes structures and perform all work listed under the scope of required work on page 5 of this request for bid.

TOTAL IN DOLLARS: \$ _____

TOTAL IN WORDS (print):

OPTIONAL Scope of Work

Provide a unit price per cubic yard for removal of sediment from the two 1933 intake structures per the optional scope of work on page 5 of this request for bid.

TOTAL IN DOLLARS: \$ _____ /yd³

TOTAL IN WORDS (print):

CUSTOMER REFERENCE FORM

Each BIDDER **must** supply at least three (3) names, addresses, telephone numbers and names of persons for similar dive inspection projects your firm has completed over the past three years:

Company Name : _____

Address..... : _____

City & State : _____

Telephone Number : _____

Person to Contact : _____

E-Mail Address..... : _____

Company Name : _____

Address..... : _____

City & State : _____

Telephone Number : _____

Person to Contact : _____

E-Mail Address..... : _____

Company Name : _____

Address..... : _____

City & State : _____

Telephone Number : _____

Person to Contact : _____

E-Mail Address..... : _____

BID AFFIRMATION AND CERTIFICATION

IN SUBMITTING THE SUMMARY BID SHEET AND OPTIONAL SERVICES SHEET, BIDDER AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFB, including Addenda Nos. _____ (if none, write "NONE") and accepts the terms and conditions therein;
2. Has taken all steps necessary to become fully informed as to the nature and scope of the Work to be done, expectations, conditions, requirements, specifications, and the accuracy of estimates as to quantities and types of equipment, materials, expertise and labor. Failure to take such steps prior to submitting this bid will be at the Contractor's own risk and failure to take such steps will not: a) secure relief on a plea of error or mistake; b) excuse the successful Contractor from performance of the duties and obligations imposed under the terms of the Contract; c) serve as a basis for modifying the Contract in any way; or, d) justify any request for additional compensation or time;
3. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
4. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this bid is submitted as indicated in the RFB; and,
5. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the RFB, if any, and the written resolution thereof by the Village is acceptable to Bidder. The RFB is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this bid is submitted.

FURTHER, IN SUBMITTING THIS BID, BIDDER CERTIFIES THAT:

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by Bidder, prior to opening, directly or indirectly to any other bidder or to any competitor;
3. This bid has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
4. Has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
5. They are familiar with all conditions, instructions, and contract documents governing this bid, including the Contract terms attached in Appendix Two, and that any exceptions to the contract document are included on the Bid Exception Sheet.

SIGNED AND SWORN THIS _____ DAY OF _____, 2018

If Bidder is an Individual:

By: _____
(Signature)

By: _____
(Print Name)

D/b/a _____

Business address: _____

Business Phone #: _____

If Bidder is a Partnership:

(Firm Name)

By: _____
(Signature of Partner)

By: _____
(Signature of Partner)

Business address: _____

Business Phone #: _____

E-mail Address: _____

If Bidder is a Corporation:

[Corporate Seal]
(Corporation Name)

[Corp

By: _____
(Signature of person authorized to sign)

(Print Name and Title)

Attest _____
(Signature of Secretary)

Business address: _____

Business Phone #: _____

E-mail Address: _____

If Bidder is a Joint Venture:

(Name of Joint Venture)

By: _____
(Signature)

(Print Name)

Address: _____

Phone #: _____

E-mail Address: _____

By: _____
(Signature)

(Print Name)

Address: _____

Phone #: _____

E-mail Address: _____

**Subscribed and sworn before me
this ___ day of _____, 2018**

Notary Public:

CERTIFICATION OF COMPLIANCE

DESCRIPTION: WATER INTAKE INSPECTION PROJECT

REFERENCE #: 18119

_____, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Consultants, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Contractor who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
- b) Specifying the actions that will be taken against employees for violations of such prohibition.
- c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

i) Abide by the terms of the statement; and

ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Contractor's policy of maintaining drug free workplace;
 - c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
- 8) Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation: No Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Contractor by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.

10/7. To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: _____
(Signature)

By: _____
(Print Name)

D/b/a _____

Business address: _____

Business Phone #: _____

Cell Phone #: _____

E-Mail Address: _____

APPENDIX ONE INTAKE DRAWINGS

These documents may be obtained by contacting Cliff Ruemmler, Purchasing Manager, at purchase@wilmette.com.

Please include the following information in your request:

Name

Company name

Email address

Mailing address

Business telephone number

APPENDIX TWO
Contract with Successful Bidder Only



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 18119

For:

Water Intake Inspection Project

With:

**TBD
TBDAddress
TBDCityStateZip**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and TBD. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is to purchase WATER INTAKE INSPECTION services (“WATER INTAKE INSPECTION PROJECT”) per the Specification shown in Attachment One (“Attachment One”) of this document. The Agreement is for the bid offered as a bid by TBD (“Contractor”) to the VILLAGE OF WILMETTE (“Village”).
2. This Addendum is made pursuant to the bid response dated _____, _____, 2018 attached as Attachment One. Together this Addendum and Attachment One shall comprise the Agreement between the parties.
3. Incorporation. This Addendum is incorporated into Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.
4. Effective date of Addendum. This Addendum shall be effective as of the date of the Attachment One and is intended to be a part of the Agreement.
5. Total Contract Amount. The total amount of the Contract shall not exceed \$_____, including expenses. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.
6. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the work as outlined in Attachment One.
7. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.
8. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.
9. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.
10. Timing of Work. The Contractor shall begin work on or about _____ and the contract will expire on _____. No Work shall be done prior to the issuance of the Notice to Proceed and receipt of a Village of Wilmette Purchase Order signed by the Village’s purchasing manager.
11. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page 1 of the Contractor’s invoice. Invoices may also be sent to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will
Village of Wilmette

be due within 30 days of receipt at either AP@wilmette.com or at the above referenced mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above referenced mailing address.

12. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

13. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

14. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

15. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

16. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

17. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

18. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Contractor
TBD
TBD Address
TBDCityStateZip

Village
Director
Wilmette Water Plant
200 Lake Avenue
Wilmette, IL 60091

with a copy to:
Corporation Counsel
1200 Wilmette Ave
Wilmette, IL 60091

19. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

20. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

21. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

22. Contractor's Insurance Requirements

At the time of execution of the Contract, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "*Additional Insured Endorsement*" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount without 30 days prior written notice by certified mail, return receipt requested to the Village. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- c. USH&L and Maritime Employer's Liability (MEL) – covering all liability of the contractor arising under the Jones Act, \$1,000,000 per occurrence;
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
- e. Umbrella Coverage, \$2,000,000 per occurrence.

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

23. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

24. Performance and Payment Bonds. Not required.

25. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

26. Contract Termination: The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

27. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

28. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

29. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

In no case shall such consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

30. Illinois Freedom of Information Act

Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

31. Conflict of Forms. In the event of a conflict between the terms in this Contract and the attached Exhibits to the Contract, the terms of the Contract shall control.

32. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

33. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Contractor have hereunto set their hands to this Contract on the ____ day of _____, 2018.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of _____, 2018

Robert T. Bielinski, Village President

Attest: _____
Timothy J. Frenzer, Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of _____, 2018

By _____ Position/Title

By _____ Position/Title

Print Company Name

An officer duly authorized should sign and attach corporate seal

END OF DOCUMENT