



**INVITATION TO BID - OSWEGO TOWNSHIP
PEARCE CEMETERY - REFLECTION GARDENS**

SEALED BID

May 24, 2024

Oswego Township is seeking an experienced Vendor to prepare site, supply and install all hardscape, monuments, plantings and site furnishings per the attached specifications and drawings at its' Pearce Cemetery located at, 103 Pfund Court, Oswego, IL 60543.

SUBMISSION DATE & TIME: By May 24,2024 @ 2:00 PM

SUBMISSION LOCATION: Township Office, 99 Boulder Hill Pass, Montgomery, IL 60538

BID OPENING DATE & TIME: May 28, 2024@ 10:00AM

PROJECT AWARD DATE: By June 7, 2024

COMPLETION DATE: Bidder to Advise Schedule for All Work

GENERAL REQUIREMENTS:

Submit One (1) completed Sealed Bid Package including:

AT TIME OF SUBMITTAL:

- Required Contact Information
- References
- Timeline of Completion of the Project
- Fully Completed Schedule of Prices • Qualifications/Relevant Experience
- Bid Bond

AT TIME OF AWARD:

- Substance Abuse Statement
- Performance Bond
- Certificate of Insurance
- Executed Contract

CONTACT INFORMATION:

Questions or requests to schedule an appointment for a site visit should be directed to Cemetery Board President, Frank Carney (630) 777-0123 or Township Supervisor, Joe West (630) 554-3211.

INSTRUCTIONS TO BIDDERS—TERMS AND CONDITIONS

1. BID OPENING

Sealed Bids must be received as indicated on cover sheet. Bids received after this time will not be accepted or opened. The bid opening will be held at Oswego Township Offices, 99 Boulder Hill Pass, Montgomery, IL 60538 on May 28, 2024 at 10:00AM. Bids will be opened publicly and available for inspection immediately after the specified closing time. All interested parties are welcome to attend the bid opening.

2. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to Oswego Township, 99 Boulder Hill Pass, Montgomery, Illinois 60538. Label envelope (in lower, left-hand corner) with name of project- Pearce Cemetery Reflection Gardens. Oswego Township will not accept faxed or emailed bids. It is the responsibility of the bidder to make sure their bid arrives at the Oswego Township offices on time.

3. BID FORM PREPARATION

All blanks on the Bid Form must be completed by printing in ink or by typewriter. In signing this bid, Bidder certifies this bid is genuine and not made in the interest 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any other advantage over any other Bidder or over Owner. All names must be typed or printed in ink below the signature. Bids by corporations must be executed in the corporate name by the president or a vice-president (or by other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- a) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- b) Bids shall be submitted before the time and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope, marked with the enclosed bid label, accompanied by the Bid Form (including any required exhibits) and the bid security (if required).

4. BID BOND

All bids must be accompanied by a Bid Bond in the amount of 5% of the total bid price. The bid bond may be on either the AIA or BLR form.

5. MODIFICATION/WITHDRAWAL OF BID

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, after the Bids are opened, any Bidders that file a duly signed, written notice with the Township and promptly thereafter demonstrates to the reasonable satisfaction of the Township that there was a material and substantial mistake in the preparation of its bid, that Bidder may, with consent of District, withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

- a) The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

6. RESERVED RIGHTS

OSWEGO TOWNSHIP RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS or to waive any informality or technicality in any bid in the interest of the Township. If the Township finds reason to disqualify or reject the apparent low Bidder, the Township reserves the right to award the Contract to the next lowest responsible Bidder, or to rebid the entire Project, or to cancel the Project. All bids will remain subject to acceptance for 60 calendar days after the day of the bid opening, but the Township may, in its sole discretion, release any bid and return the bid security prior to that date. Oswego Township will not be liable in any way for any costs incurred by respondents in replying to this bid.

7. DISCRETIONARY TERMINATION

The Township, at its sole discretion, reserves the right to terminate this Contract or any part hereof at any time the Township determines it necessary. Upon notification by the Township of such termination, Vendor shall immediately stop all Work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such Work. Vendor shall be paid a percentage of the order price reflecting the percentage of the Work performed prior to the notice of termination. Vendor shall not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. Oswego Township shall be the sole judge as to the acceptability or quality of material bid.

8. TERMINATION FOR CAUSE

The Township may also terminate this Contract or any part hereof for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of the Contract. Late deliveries, deliveries of products which are defective, or which do not conform to this Contract, and failure to provide the Township, upon request, reasonable assurances of future performance, shall be reasons allowing the Township to terminate this Contract for cause. In the event of termination for cause, the Township shall not be liable to Vendor, for any amount, and Vendor shall be liable to the Township for any and all damages, sustained by reason of the default which gave rise to the termination, including, but not limited to, all remedies available under the Illinois Uniform Commercial Code.

9. MODIFICATION OF AWARDED BID

The Vendor and the Township agree that no change order or other directive may be issued by the Township which requires additional compensable Work to be performed, which Work causes the aggregate amount payable to exceed the amount appropriated for this Contract, unless the Vendor has been given a written assurance by the Township that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in this Contract.

- a) The Vendor and the Township further agree that regardless of any other provision of this Contract, the Vendor shall not be entitled to any additional compensation, whether by law or equity, unless prior to commencing the additional Work, the Vendor was given a written change order describing the additional compensable Work to be performed and setting forth the amount of compensation to be paid, which change order was signed by the Supervisor Arin Thrower.
- b) The Township shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment

may be made, and this Contract shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.

- c) Oswego Township is exempt from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

10. PREVAILING WAGE

The Township has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Township. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Township against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Township agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

11. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

- a) WHEREAS, the Act upon which Article VI, Section 2-211 of the County Code is based and has been repealed and superseded by the Illinois Human Rights Act (III. Rev Stat, Ch. 68, Sec. 1-101, et seq. 1987); and
- b) WHEREAS, Oswego Township is required to comply with the Illinois Human Rights Act and the rules and regulations promulgated thereunder by the Illinois Human Rights Commission, and
- c) Whereas, the rules and regulations promulgated by the Human Rights Commission require that the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract.
- d) NOW, THEREFORE, BE IT ORDAINED by Oswego Township that Article VI, Section 2-211 of the County Code, be amended to read as follows; The equal employment opportunity clause required by the Illinois Human rights Commission is hereby incorporated by reference in all contracts made by Oswego Township and in all bid specifications therefore furnished by the Township to all bidders, contractors and subcontractors.

12. NON-DISCRIMINATION

The Contractor, its employees, and subcontractors agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

13. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (PREFERENCE ACT)

a) The contractor shall comply with all Illinois Statutes pertaining to the selection of Labor. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ Illinois Laborers. "Illinois Laborers" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Other laborers may be used when Illinois Laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Township. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment. This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

14. PERMITS

b) The Contractor shall obtain all local and necessary building and trade permits involved in the completion of work under this contract. Contractor shall obtain needed permits from the Village of Oswego. Township will reimburse contractor for actual under this contract.

15. LOCAL PRACTICES

Contractor shall comply with local customs and trade agreements as to which particular trade or trades shall be engaged in the installation of any part of or parts of the work or equipment specified under this contract.

16. "APPROVED EQUAL"

If and wherever in the specifications reference is made to a brand name, catalog number, etc., it is only for the purpose of establishing a grade or quality required, Since Oswego Township does not wish to rule out other competition, the phrase "or approved equal" is added.

- a) An "approved equal" is identical or superior in grade or quality. Oswego Township will be the sole judge as to acceptability of an "approved equal".
- b) By signing this bid document, the Bidder hereby acknowledges and certifies that should the bid submitted by the Bidder be the same (identical) to the bid of another Bidder, the Township shall be the sole judge as to the successful qualified low Bidder. The Township shall be the sole judge as to "same or identical" in any bids received.

17. PATENTS AND COPYRIGHTS

Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the Township or its agents, customers, or other vendors, for alleged patent or copyright infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, furnished hereunder, and Vendor further agrees to indemnify the Township, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The Township may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

18. DEFAULT

In case of default of the Contractor, Oswego Township may procure the items and services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

- a) By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of the Illinois Criminal Code as amended

19. LIQUIDATED DAMAGES

Failure to complete this project by the required completion dates will result in \$100.00 a day in liquidation damages until the project is completed to the satisfaction of Oswego Township.

- a) Contractor shall not damage trees which shall remain in place. Damage to trees such as mature oaks, hickory, walnut, etc. Shall be assessed at \$400.00 per caliper inch, measured 4 ½ feet above the ground. Damage charges will be assessed directly to the Contractor.

20. SUB-CONTRACTORS

The Contractor must list the major subcontractors that have submitted proposals to said Contractor and that said proposals are included in the Base Bid amount, and that should the Contractor be awarded the Contract, unless otherwise mutually agreed upon by this Contractor and Township, the listed sub-contractors will perform the work indicated, List sub-contractors on Bid Form where indicated. Bidders are required to perform the majority (50%+) of work with their staff – not with sub-contractor.

21. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within three working days after bid opening, upon Owner's request, detailed written evidence such as financial data. Previous experience, present comments, and other such data that may be called for in the Bidder's Qualifications Statement. Each bid must contain evidence of Bidder's qualification to do business in the State of Illinois and a certification that the Bidder is not barred from bidding on the Work as a result of previously violating the Criminal Code.

- a) Bidders must be experienced in work referenced in this bid. Bidders must provide a list of similar type projects.

22. SCHEDULE OF WORK

The successful bidder will be required to present a schedule of work for this project to the Township after receiving the notice of award. This schedule will be reviewed with Township Staff for compliance with the Bid Specifications. No changes from this schedule will be permitted without permission of the Township. Contractor will be required to conduct a pre-construction meeting with a Township Representative prior to the start of any work.

23. MINIMUM REQUIREMENTS

1. The award of this bid will be based on the total bid from the qualified bidder.
2. Change of work orders, change of fee, or contracted add-ons will be issued by the Township.

3. The Township will supply a contract to the successful bidder. The successful bidder must complete the contract and return it to the Township along with all other required entire bid package before work can begin.
4. All work is to be done in single shift during normal working hours. The Contractor may elect to work outside of normal working hours, with the approval of the Owner, at their own expense in order to comply with the completion dates. If work outside of normal hours is ordered by the Owner, additional cost thereof will be paid by the Owner in accordance with the terms of the Contract.
5. Keep public areas adjacent to the work area free from accumulation of waste material, spilled product, rubbish., or construction debris, and dispose of properly.
6. Contractor shall provide all machinery required and fees and permits necessary to complete the specified work and as required to comply with all local building laws. All equipment will be provided by Contractor and will be furnished in accordance with all agencies having jurisdiction.
7. Parking during construction and staging of equipment must be located in designated areas.
8. The Township requires a schedule of work prior to start of work.
9. The successful Bidder will be required to comply with the Illinois Act on Substance Abuse Prevention on Public Works Projects ****(Act 095-0635)**** and supply the Township with a copy of the program.
10. Township staff will delineate staging areas. The Contractor will load, unload, and store equipment and will mix all product in the staging areas. Equipment storage in the staging area must not interfere with staff use of Township properties.
11. Contractors and Subcontractors must supply the Township with a Certificate of Insurance and their Substance Abuse Policy prior to the start of work. The Township will retain 10% of payment until final site restoration has been completed and approved.
12. Contractors must place caution signs alerting patrons of work being done on site. During machine operation, the Contractor must clearly post professionally made 36" x 36" blaze orange signs indicating "CAUTION MACHINERY WORK AREA".

THE CONTRACTOR SHALL ALSO:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
- (2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

24. PAYMENT

As part of the award of this contract, the Township shall reserve the right to set the payment terms prior to the signing of the Contract. Retention of 10% will be held by the Township until examination of the installation can be conducted. Payment shall be made to the Contractor by the Township only after the Contractor has fully performed the Contract Work.

25. PAYMENT APPLICATION

Payment Applications need to be submitted on Township approved form (See attached example) of AIA G702 form.

26. WAIVER OF LIEN

Contractor to furnish appropriate Waivers of Lien from all Sub-Contractors, Material men and Others as required as a condition precedent to receipt of any payments forthcoming under a contract payment schedule.

27. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

- (1) Contractor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.
- (2) Contractor shall file a written substance abuse prevention program with the Township for the prevention of substance abuse among its employees prior to the commencement of the Contract Work.
- (3) Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Township as Obligee, for not less than one hundred percent (100%) of the contract amount will be required prior to beginning construction and in a form approved by the Township Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating Township.

28. INSURANCE

- a) **Contractor shall procure and maintain for the duration of this Contract**, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor.
- b) **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - i. Broad Form Comprehensive General Liability, or the most recent revision.
 - ii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
 - iii. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions.
- c) **Minimum Limits of Insurance.** Provider shall maintain limits no less than:

i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

ii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

iii. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

d) Deductibles and Self-Insured Retentions. Any deductible or self-insured retentions must be declared to, and approved by, the Township. At the option of the Township, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Township, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

e) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions in the General Liability Coverage:

i. The Township, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Township, its officers, elected and appointed officials, employees, volunteers, or agents.

ii. The Contractor's insurance coverage shall be primary insurance as respects the Township, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Township, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Township, its officers, elected and appointed officials, employees, volunteers, or agents.

iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Township, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

g) All Coverages. Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Township.

h) Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in Illinois.

i) Verification of Coverage. Contractor shall furnish the Township with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Township before the premises are occupied. The Township reserves the right to require complete certified copies of all required policies, at any time.

j) Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Township and shall indemnify the Township and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or 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. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Township would otherwise have. The Contractor shall similarly, protect, and indemnify the Township, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

29. CONTRACT

Oswego Township will utilize AIA Document A105-2017: Standard Short Form Agreement Between Owner and Contractor.

30. PROJECT SCOPE

See attached Scope of Work documents provided by SDA/Schoppe Design Associates, Inc.

31. WARRANTY

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the Township, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Oswego Township, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services. Contractor and/or Servicer and/or Seller shall provide to Oswego Township proof of adequate insurance coverage to satisfy the indemnification provisions herein.

32. BID FORM

Single Contract – Base Bid Price

The bidder will complete the Work of the Project in accordance with the above defined scope for the following price:

The undersigned, as Contractor, declares that he/she has fully examined the proposed form of Bid and Specifications for the above designated project, all of which are attached hereto and on file in the Offices of Oswego Township located at 99 Boulder Hill Pass, Montgomery, Illinois and all other documents referred to or mentioned in the Bid Documents. Further, he/she proposes and agrees if this bid proposal is accepted by the Township, to execute and fully perform the work required under this Document. I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

- a) The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
- b) The Contractor will need to coordinate with the Owner's other sources concerning a flag pole, other plantings, and decorative matters.
- c) For purposes of this offer, the terms Township, Bidder, Contractor, and Vendor are used interchangeably.

The bidder will complete this project including all work scope:

The Contractor guarantees completion of all the work by _____.

Bid Price: (Use Numerals) _____

(Use Words)

Full name of firm: _____

Signature: _____

Authorized Signing Officer: _____

REFERENCES

Please list below references for the most recent past or current projects that your organization has successfully constructed that you feel are most similar in nature to the project for which this bid is being submitted. Bidder must state if projects were completed on time and within budget. Please supply the name, title, and phone number of the Owner's Field Representative who was acting as the Inspector during each project. The Township will contact all listed references.

1. Project Name:

Owner/Agency:

Owner's Phone:

Project Description:

Project Amount:

Year Completed:

Owner/Manager's Name:

Owner/Manager's Title:

Owner/Manager's Phone:

Project was completed on time (Yes or No):

Project was completed within budget (Yes or No):

2. Project Name:

Owner/Agency:

Owner's Phone:

Project Description:

Project Amount:

Year Completed:

Owner/Manager's Name:

Owner/Manager's Title:

Owner/Manager's Phone:

Project was completed on time (Yes or No):

Project was completed within budget (Yes or No):

3. Project Name:

Owner/Agency:

Owner's Phone:

Project Description:

Project Amount:

Year Completed:

Owner/Manager's Name:

Owner/Manager's Title:

Owner/Manager's Phone:

Project was completed on time (Yes or No):

Project was completed within budget (Yes or No):

OSWEGO TOWNSHIP BID FORM AFFIDAVIT / CERTIFICATION

State of _____)

County of _____)

The undersigned being duly sworn certifies that he/she is (complete one of the following):

a. Sole Proprietor of _____
(Name of firm)

b. A Partner of the Partnership d/b/a _____
(Name of Partnership)

c. An Officer of _____
(Name of Corporation)

d. The Manager of _____
(Name of Limited Liability Company)

Hereinafter called the Bidder and that; if Bidder is an entity described above, the following names and titles are true and correct as of the date hereof:

(President or Partner or Member)

(Vice President or Partner or Member)

(Secretary or Partner or Member)

(Treasurer or Partner or Member)

Federal I.D. / Social Security No. _____

The undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the organizational documents of the Bidder and the laws of the State of Illinois and that this certification is binding upon the Bidder and is true and accurate.

Further the undersigned certifies that the Bidder is not barred from bidding on this project as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid-rigging, or bid-rotating.

The affiant deposes and says that he/she has examined and carefully prepared this Bid proposal from the Contract Documents and that the statements contained herein are true and correct and that this proposal is made without collusion with any other person, firm, or corporation.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were unanimously adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

_____ Signature and Title

_____ Business Address **CORPORATE SEAL (if available)**

_____ City and State

_____ Phone _____ Fax/email

Subscribed and Sworn to before me this _____ day of _____ AD, 2024.

_____ My Commission Expires: _____

Notary Public



Schoppe Design Associates, Inc.

SCOPE OF WORK

Prepared by: SDA

Project:

Date: April 25, 2024

Pearce Reflection Gardens

Work Categories

1. PERMITTING

Secure all permits to complete scope of work

2. SITE PREPARATION, DEMOLITION & REMOVALS

Provide and install Construction, Tree Protection and Silt Fences

Removal and disposal of Trees (including stumps), Low Stone and Concrete Retaining Wall, Gravel and Asphalt Drives, and Brush

3. EARTHWORK

Site Grading and Soil Stabilization

4. HARDSCAPES

Provide and install Brick Paver Walks and Curbing, Degenerated Granite Path, Outcropping Retaining Walls, Wall Cleaning and Repair, Asphalt Parking Spaces with striping, ADA Parking Sign and Warning Pavers

5. MASONRY MONUMENTS

Stone Pillar Monuments and concrete footings with integral signage at Park Entrance (2), Pets Scattering Garden (2), Main Scattering Garden (2)

6. PLANTINGS

Provide and install Canopy Trees, Ornamental Trees, Shrubs, Perennials, and Groundcovers with planting soils and mulch

Turf Restoration & New Turf (bluegrass seed & blanket)

7. SITE FURNISHINGS

Provide and install Flag Pole, Wooden Trellis Structure, Benches on concrete pads, Trash Receptacles on concrete pads

8. MAINTENANCE AND WATERING

Provide water source and maintain newly installed plantings and turf through final acceptance

**PEARCE REFLECTION
GARDENS**
106 PFUND COURT
OSWEGO, ILLINOIS

**FINAL SITE
IMPROVEMENT PLANS**

PREPARED FOR

OSWEGO TOWNSHIP
99 BOULDER HILL PASS
MONTGOMERY, IL 60538

CIVIL ENGINEER / SURVEYOR



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: ca@cemcon.com Website: www.cemcon.com

PREPARED BY

sda
Schoppe Design Associates, Inc.
www.schoppeassociates.com

126 S. Main Street
Chicago, IL 60754-1
P: 630.551.1155
F: 630.551.1619
schoppe@design.net

LOCATION MAP



SHEET INDEX

- COVER SHEET
- TOPOGRAPHIC SURVEY FROM CEMCON, LTD.
- 1 DEMOLITION & REMOVALS PLAN
- 2 GRADING PLAN
- 3 LAYOUT & MATERIALS PLAN
- 4A PLANTING PLAN, DETAILS & MATERIALS LIST
- 4B PERENNIAL PLANTING PLANS
- 5 SITE DETAILS
- 6 SITE DETAILS
- 7 SITE DETAILS
- 8 SPECIFICATIONS & NOTES
- 9 PLANTING SPECIFICATIONS & NOTES

GENERAL NOTES

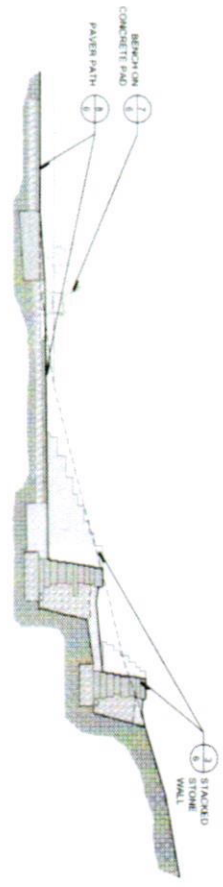
1. Contractor and or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.
2. Topographic & boundary information obtained from Topographic Survey prepared by CEMCON, Ltd. dated 9/22/2023.
3. Contractor to verify site conditions and information on drawings prior to commencement of work. Promptly report any concealed conditions, mistakes, discrepancies, or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.
4. Contractor to secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
5. Plants and other materials are quantified and summarized for the convenience of the Owner and jurisdictional agencies. Confirm and install sufficient quantities to complete the work as drawn. No additional payments will be made for materials required to complete the work as drawn.
6. Refer to the specifications for additional conditions, standards and notes.
7. Plant species shown are subject to availability. The Owner / Landscape Architect reserves the right to make plant substitutions which are the same size and similar habit.
8. Contractor to coordinate with the Owner regarding private donations of site furniture and/or plants that may be purchased, provided or installed by others.



**Know what's below.
Call before you dig.**

Contractor and or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.

REV	DATE	SHEET NUMBER	PURPOSE
8			
7			
6			
5			
4			
3			
2			
1			
0	04-25-2024	ALL	ISSUED FOR BIDDING



2 Main Scattering Area Cross Section
SCALE 1/4" = 1'-0"



1 Grading Plan
SCALE 1" = 20'-0"

LEGEND

- PROPOSED CONTOURS
- PROPOSED SPOT GRADE
- TOP OF WALL
- BOTTOM OF WALL
- TOP OF FOUNDATION / FOOTING
- MEET EXISTING
- EROSION CONTROL BANKET
- STACKED STONE WALL / OUTCROPPING

Know what's below,
Call before you dig.

2

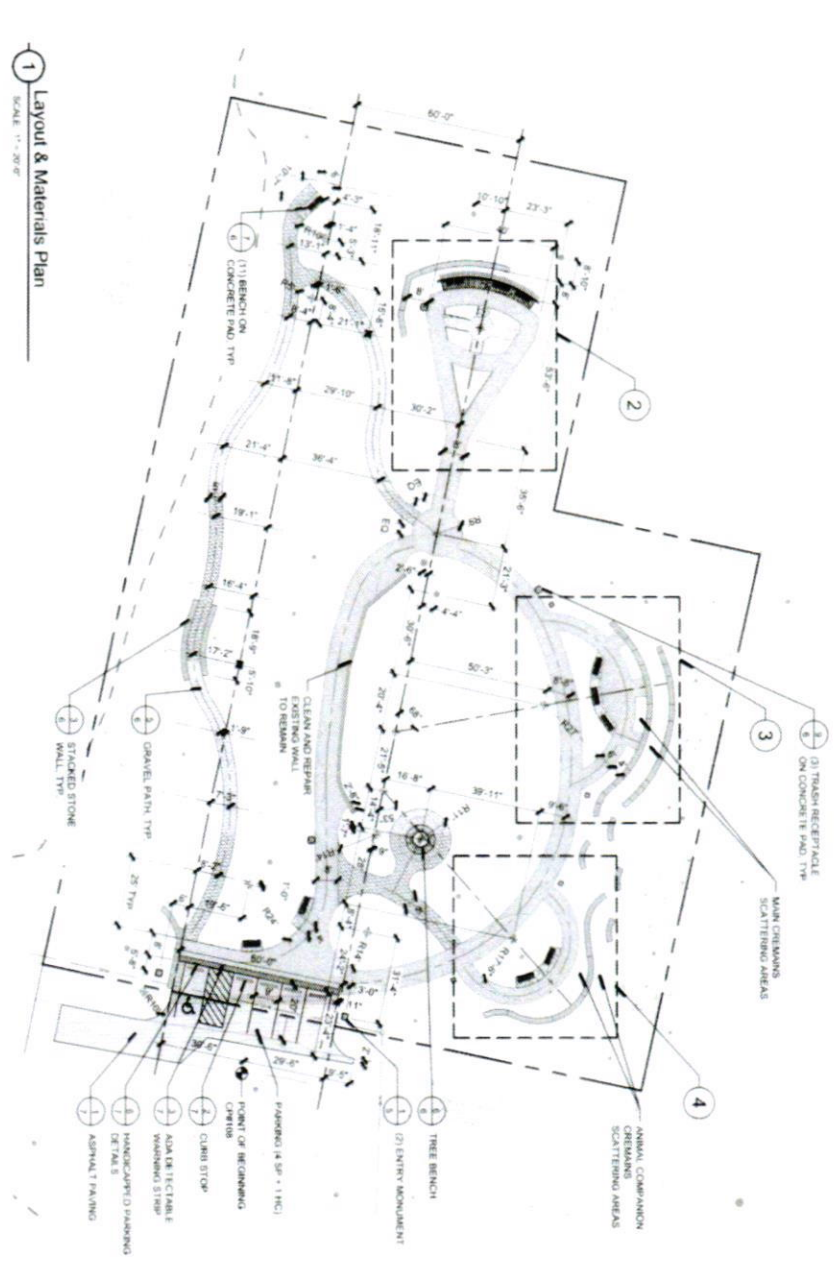
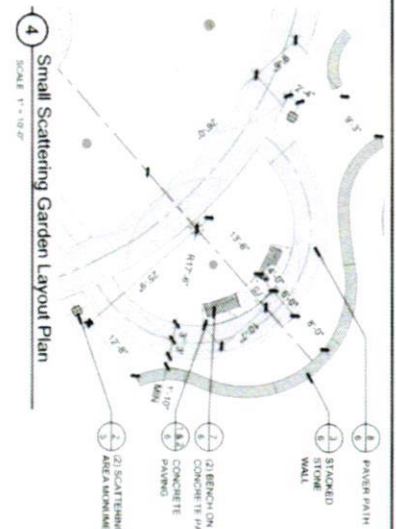
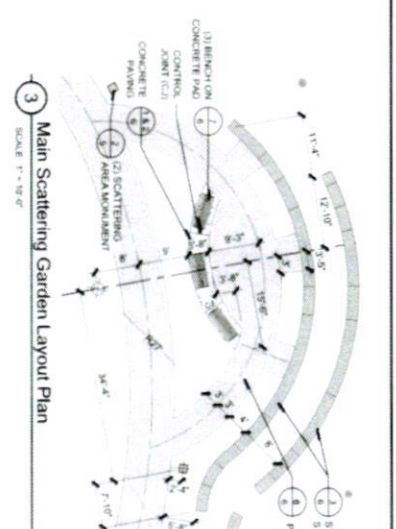
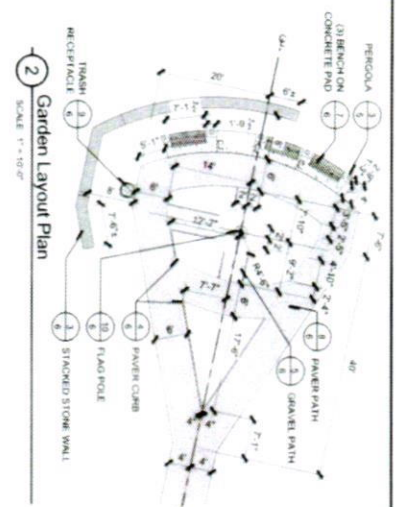


Sheet Name:
FINAL SITE IMPROVEMENT PLAN
GRADING PLAN

Project Name:
PEARCE REFLECTION GARDENS
196 Pined Court
Owego, Idaho

Prepared For:
OSWEGO TOWNSHIP
19 MILLER BELL PASS
MONTICELLY, IDAHO

Prepared By:
 Scheppe Design Associates, Inc.
100 S. Main Street
Pocatello, ID 83421
P. 208.233.1111
F. 208.233.1115
www.scheppe.com



LEGEND

- PAVEMENT
- GRAVEL PATH
- CONCRETE PAVING
- ASPHALT PAVING
- STACKED STONE WALL
- ADA DETECTABLE WALKING STRIP

MATERIALS AREA CALCULATIONS

ITEM	QUANTITY	UNIT	PRICE	TOTAL
PAVEMENT	100	SQ. YD.	10.00	1000.00
GRAVEL PATH	50	SQ. YD.	5.00	250.00
CONCRETE PAVING	20	SQ. YD.	20.00	400.00
ASPHALT PAVING	100	SQ. YD.	10.00	1000.00
STACKED STONE WALL	100	LINEAL FT.	10.00	1000.00
ADA DETECTABLE WALKING STRIP	100	LINEAL FT.	10.00	1000.00

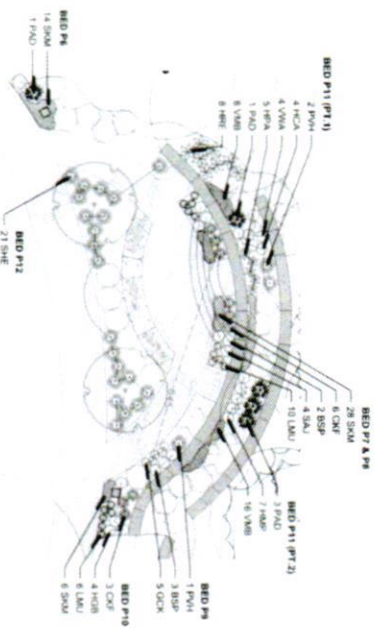
811
Know what's below.
Call before you dig.

OSWEGO TOWNSHIP
100 FRIEDLAND COURT
OSWEGO, ILLINOIS 60133
TEL: 815.386.1000
WWW.OSWEGOTOWNSHIP.IL.GOV

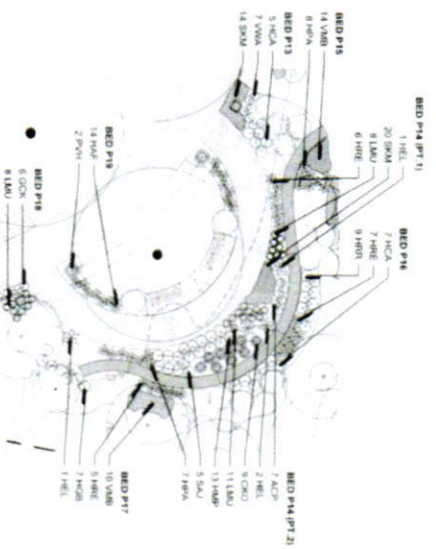
PEARCE REFLECTION GARDENS
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OSWEGO, ILLINOIS 60133
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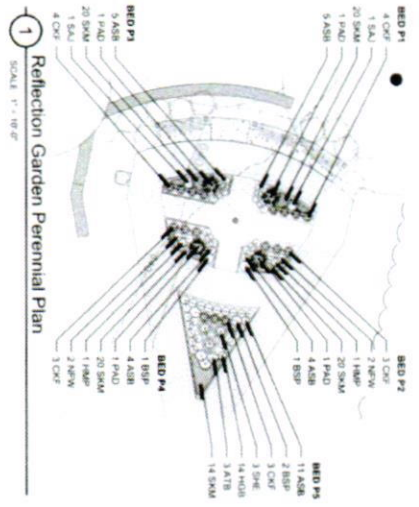
sda
Schupp Design Associates, Inc.
1115 S. Main Street
Oswego, IL 60133
TEL: 815.386.1000
WWW.SDADesign.com



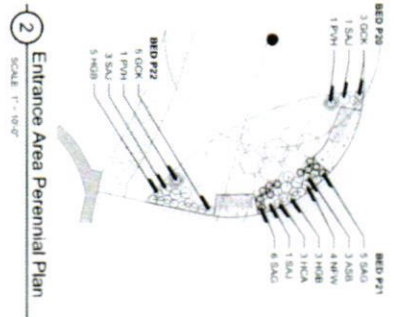
3 Main Scattering Garden Perennial Plan
SCALE: 1" = 10'-0"



4 Small Scattering Garden Perennial Plan
SCALE: 1" = 10'-0"



1 Reflection Garden Perennial Plan
SCALE: 1" = 10'-0"



2 Entrance Area Perennial Plan
SCALE: 1" = 10'-0"

NOTE:
SEE SHEET 1A FOR PLANTING PLAN
DETAILS AND MATERIAL LIST

Know what's below.
Call before you dig.

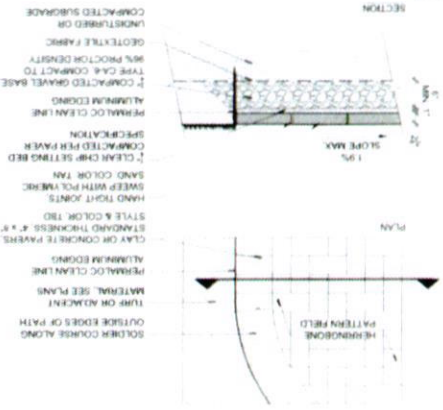
4B

<p>Client Name: FINAL SITE IMPROVEMENT PLAN PERENNIAL PLANTING PLANS</p>	<p>Project Name: PEARCE REFLECTION GARDENS 106 Placid Court Owego, Ontario</p>	<p>Proposed For: OSWEGO TOWNSHIP 100 MILLER BELL PASS MONTICENEY IL 60809</p>	<p>Prepared By: sda Schappo Design Associates, Inc. 11111 North Street Chicago, IL 60641 Tel: 773.334.3300 Fax: 773.334.3301 www.schappo.com</p>
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8 PAVEN PATH DETAILS

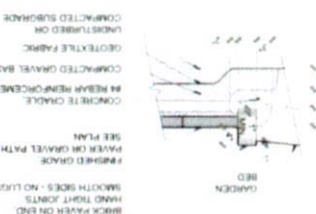
SCALE 1/4"=1'-0"

NOTE
CONTRACTOR TO PROVIDE REINFORCED CONCRETE
FOLLOWING PAVEN PATTERNS FOR OWNER'S SELECTION
1. 2" DIA. CROWN PAVEN PATTERNS FOR OWNER'S SELECTION
2. 2" DIA. CROWN PAVEN PATTERNS FOR OWNER'S SELECTION
3. 2" DIA. CROWN PAVEN PATTERNS FOR OWNER'S SELECTION



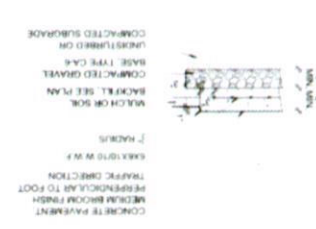
4 PAVEN CURB DETAIL

SCALE 1/4"=1'-0"



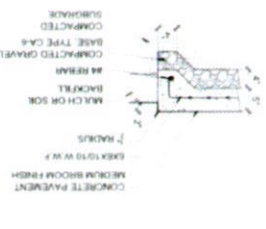
1 CONCRETE PAVING DETAIL

SCALE 1/4"=1'-0"



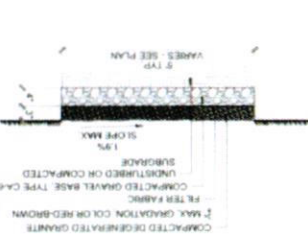
2 THICKENED CONCRETE EDGE DETAIL

SCALE 1/4"=1'-0"



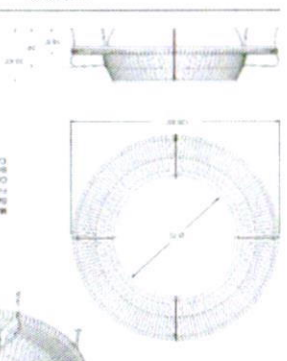
5 GRAVEL PATH DETAIL

SCALE 1/4"=1'-0"



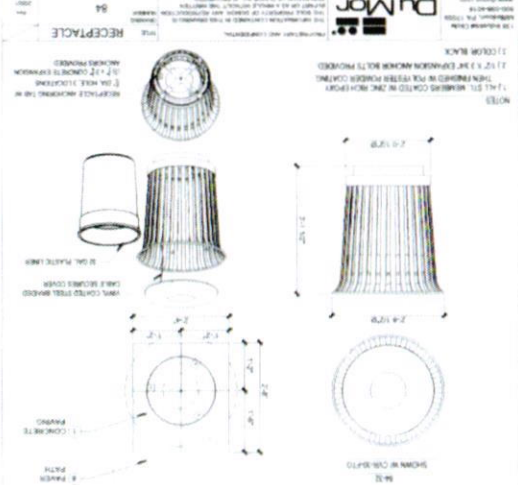
6 TREE BENCH DETAIL

SCALE NTS



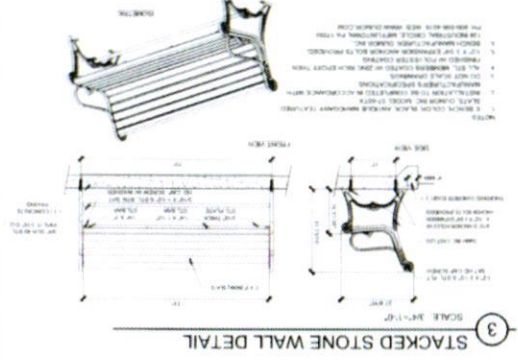
9 TRASH RECEPTACLE ON CONCRETE PAD DETAILS

SCALE NTS



7 BENCH ON CONCRETE PAD DETAILS

SCALE NTS



**VILLAGE OF OSWEGO
GENERAL NOTES AND SPECIFICATIONS**

1. GENERAL NOTES



1. All items of the project to be governed by specifications included in the documents listed below.
 - A. "Standard Specifications for Road and Bridge Construction" required by the Village of Oswego and approved by the Board of Supervisors.
 - B. "Standard Specifications and Retaining System Practices" required by the Board of Supervisors of Oswego, New York.
 - C. "Standard Specifications for Soil Erosion and Sediment Control" by EPA Storm Erosion Control Manual, Second Edition, 1985, published by the U.S. Environmental Protection Agency.
 - D. "Manual of Uniform Traffic Control Devices for Streets and Highways" published by the Federal Highway Administration, Washington, D.C., 1988.
 - E. In the event of a conflict between these various standards, the Village of Oswego standards shall apply.
2. All utility control and other utility signs located by construction are to be located by the Developer/Contractor in accordance with Section 705 of the Standard Specifications. All work performed shall comply with applicable codes and regulations of the CH&A. The Developer/Contractor is responsible for providing a safe and hazard-free working condition throughout the construction of the various environments.
3. The Developer/Contractor is responsible for notifying 311.1.1.1 - 480-862-1121 at least 48 hours in advance of construction operations. All utilities shall be identified before construction.
4. The Developer/Contractor is responsible for notifying the Village of Oswego Public Works Department for the location of all water, sewer, gas, electric, and other utilities. A pre-construction meeting shall be held with the Village of Oswego Public Works Department to discuss the location of all utilities and to discuss the location of all utilities.
5. The Developer/Contractor shall identify and protect all underground utilities, manholes, or other structures in accordance with Section 705 of the Standard Specifications. All work performed shall comply with applicable codes and regulations of the CH&A. The Developer/Contractor is responsible for providing a safe and hazard-free working condition throughout the construction of the various environments.
6. The Developer/Contractor shall identify and protect all underground utilities, manholes, or other structures in accordance with Section 705 of the Standard Specifications. All work performed shall comply with applicable codes and regulations of the CH&A. The Developer/Contractor is responsible for providing a safe and hazard-free working condition throughout the construction of the various environments.
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10. The Developer/Contractor shall identify and protect all underground utilities, manholes, or other structures in accordance with Section 705 of the Standard Specifications. All work performed shall comply with applicable codes and regulations of the CH&A. The Developer/Contractor is responsible for providing a safe and hazard-free working condition throughout the construction of the various environments.

GENERAL NOTES AND SPECIFICATIONS

1. All work shall be performed in accordance with the Village of Oswego's General Notes and Specifications, as applicable.
2. The Developer shall be responsible for providing safe and hazard-free working conditions throughout the construction of the proposed improvements.
3. The contractor shall be responsible for notifying each of the utility companies before any work is done. All utilities shall be identified prior to construction.
4. The Developer/Contractor shall be responsible for providing a safe and hazard-free working condition throughout the construction of the proposed improvements.
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ENVIRONMENTAL SPECIFICATIONS

1. Erosion Control
 - A. Erosion control measures shall be in compliance with the "Standard Specifications for Soil Erosion and Sediment Control" by EPA Storm Erosion Control Manual, Second Edition, 1985, published by the U.S. Environmental Protection Agency.
 - B. Erosion control measures shall be in compliance with the "Standard Specifications for Soil Erosion and Sediment Control" by EPA Storm Erosion Control Manual, Second Edition, 1985, published by the U.S. Environmental Protection Agency.
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3. Stormwater Management
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4. Noise and Vibration
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5. Air Quality
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6. Cultural Resources
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7. Wetlands
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 <p>Know what's Below. Call before you dig.</p>	<p>Project Name:</p> <p>FINAL SITE IMPROVEMENT PLANS</p> <p>NOTES & SPECIFICATIONS</p>	<p>Project Name:</p> <p>PEARCE REFLECTION GARDENS</p> <p>300 Pearl Court Oswego, Illinois</p>	<p>Proposed By:</p> <p>OSWEGO TOWNSHIP</p> <p>300 PEARCE BELL PASS OSWEGO, IL 60450</p>	<p>Proposed By:</p>  <p>Scheppe Design Associates, Inc.</p> <p>174 S. Main Street Oswego, IL 60450 P: 815.232.1111 F: 815.232.1112 www.sda-inc.com</p>
<p>8</p>				

