

## RESOLUTION NO. R2021-59

**A RESOLUTION WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF THE CITY  
CODE AND APPROVING AN AGREEMENT WITH  
FER-PAL CONSTRUCTION USA, INC. FOR WATER MAIN PIPE LINING SERVICE**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified a leak in the water main that crosses under Illinois Route 59, near the Winchester Subdivision, which must be expediently repaired (“**Water Main**”); and

WHEREAS, FER-PAL Construction USA, Inc. (“**Contractor**”) submitted a proposal for the necessary services related to lining the Water Main with a cured-in-place flexible polyester liner (“**Services**”) in the not-to-exceed amount of \$41,760; and

WHEREAS, the City has budgeted sufficient funds in the 2021-2022 fiscal year for the procurement of the Services; and

WHEREAS, the City desires to enter into an agreement with Contractor for the Services at the price proposed (“**Agreement**”); and

WHEREAS, in accordance with Section 1-8-4.B.6.a.3 of the Warrenville City Code (“**City Code**”), the Mayor and the City Council have determined that it is in the best interests of the City and the public to waive competitive bidding and enter into the Agreement with the Contractor for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1: Recitals.** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**SECTION 2: Waiver of Competitive Bidding.** Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City’s home rule authority, the Mayor and the City Council hereby waive the requirement of competitive bidding for the procurement of the Services.

**SECTION 3: Approval of Agreement.** The Agreement with Contractor for the performance of the Services is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator and the City Attorney.

**SECTION 4: Execution.** The City Council hereby authorizes and directs the City Administrator and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from the Contractor within 60 days after the date of adoption of this Resolution, then the authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**AGREEMENT**

CITY OF WARRENVILLE

CONTRACT FOR THE

**ROUTE 59 AND WINCHESTER CIRCLE CIPP WATER MAIN PIPELINING**

Full Name of Business FER-PAL CONSTRUCTION USA, LLC ("Contractor")

Principal Office Address \_\_\_\_\_

Local Office Address 1350 Gasket Drive, Elgin, IL 60120

Contact Person Chris Reynolds, Project Manager and Estimator

Telephone Number (847) 214-0103

TO: City of Warrenville ("Owner")  
3S258 Manning Avenue  
Warrenville, Illinois 60555

Attention: John M. Coakley  
City Administrator

*Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.*

1. **Work Proposal**

A. **Contract and Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary perform the Work, as described in Attachment A, titled "Specifications" (the "Specifications"), attached hereto and by this reference made a part of this Contract.
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;

5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** All Work shall be fully provided, performed, and completed by Contractor in accordance with the Specifications attached hereto and made part of this contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Contractor from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. **Responsibility for Damage or Loss.** Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective

or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

## 2. Contract Price Proposal

Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

### A. SCHEDULE OF PRICES.

For providing, performing, and completing all Work, the Contractor will be paid an amount not to exceed \$40,900.00 as set forth in Exhibit B titled "Schedule of Prices," attached hereto and by this reference made a part of this Contract.

### B. BASIS FOR DETERMINING PRICES.

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Contractor, its superintendents, or its office and engineering staff.

### C. TIME OF PAYMENT.

It is expressly understood and agreed that all payments shall be made in accordance with the Schedule of Prices.

The Contractor will submit invoices to the City for completed Work, and the City will make payments of undisputed amounts not less than 45 days after receipt of each invoice.

All payments may be subject to deduction or set off by reason of any failure of Contractor to perform under this Contract/Proposal. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

## 3. Contract Time

Contractor shall commence the Work within 10 days after notification from Owner that the required IDOT permit has been issued, provided Contractor shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). Contractor proposes and agrees that Contractor shall perform the Work diligently and continuously and shall complete the Work within 45 days after the Commencement Date.

## 4. Financial Assurance

A. Bonds. Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after the last signature to this Contract.

B. Insurance. Contractor shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the last signature to this of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

### 1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury;  
\$500,000 each employee-disease;

\$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis. Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor shall indemnify, save harmless, and defend against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

To induce Owner to accept this Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any

latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E 3 or Section 33E 4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is 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 Contractor is not engaged in this transaction directly or indirectly on behalf of,

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or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

## 6. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.

C. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

D. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to

waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

I. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, **2021**.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

CITY OF WARRENVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

John M. Coakley

Title: \_\_\_\_\_

Title: City Administrator

Attest/Witness:

FER-PAL CONSTRUCTION USA, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

***[NAME OF CONTRACTOR'S EXECUTING OFFICER]***

Title: \_\_\_\_\_

Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***



## ATTACHMENT A

### SPECIFICATIONS

All references to "contractor" in these Specifications shall mean and refer to "Contractor." All references to "City" shall mean and refer to "Owner." All references to the "job site" or "premises" shall mean the Work Site.

1. **BONDS.** The Contractor shall provide within 10 days after the last signature to the Contract, a Performance Bond and a Payment Bond, each in the penal sum of the Contract as described more fully in Section IV A of the Contract Form.
2. **INSURANCE.** The Contractor shall provide within 10 days after the last signature to the Contract, a Certificate of Insurance as described more fully in Section IV B of the Contract Form.
3. **SCOPE OF WORK.**
  - A. **Contractor Responsibilities:** This work shall consist of lining water main with a CIPP flexible polyester liner as set forth in these Specifications at the locations indicated in **ATTACHMENT 1**, Route 59 and Winchester Circle mapping diagrams. Video of before and after the completion of the work shall be furnished to the City upon completion of all work. The Contractor is expected to work on a daily basis until the work is complete. It is essential that the City be provided with the televised inspection and written reports as soon as they are available for this work. Work will be completed within forty-five (45) calendar days from the commencement date (see, Section 3 of the Contract, titled "Contract Time"). The final report and video shall be provided to the City within ten (10) days of completion, and payment for the work will not occur before the final report and video are provided to the City. It is anticipated that this contract will be awarded at the October 18, 2021 Regular City Council meeting.
  - B. **City Responsibilities:** The City will perform necessary excavation, traffic control, backfilling, and restoration.
4. **WORK HOURS.** Work performed within 1,000 feet of an occupied residence or similar receptor shall be confined to the period beginning at 7 a.m. and ending at 6 p.m. on weekdays; and no work is to be performed on Saturdays, Sundays or Holidays, unless pre-approved by the City Public Works Director. Work subject to traffic control restrictions is provided in Special Provisions paragraph on Traffic Control and Protection.

### **CURED-IN-PLACE PIPE (CIPP) & SERVICE REINSTATEMENTS**

5. **INTENT.** It is the intent of this Specification to provide for rehabilitating pipelines by the insertion of a cured-in-place pipe (CIPP) flexible polyester felt liner. The liner shall be saturated with a thermosetting resin and inverted into the existing pipeline utilizing an inversion tube and hydrostatic head. Inversion, lubricant and curing shall be accomplished by methods as stated in ASTM F1216 so as to install, lubricate and cure the resin into a hard impermeable pipe. When cured, the hardened liner shall extend from end to end of the section being lined in a continuous process. All materials shall be in conformance with ASTM F1216.
6. **REFERENCE SPECIFICATIONS AND MANUFACTURER'S STANDARDS.** This Specification references American Society for Testing and Materials (ASTM), National Association of Sewer Service Companies (NASSCO), and American Water Works Association (AWWA) Standards which are made part hereof by such reference, and shall be the latest edition and revision thereof. If there is a conflict between these Standards and this Specification, this Specification will govern.
7. **GENERAL CORROSION REQUIREMENTS.** The finished liner shall incorporate thermosetting materials that will withstand the corrosive effects of the normal existing effluents, liquids, or gases.
8. **LINER SIZING.** The liner shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the conduit to be lined. Allowance for circumferential stretching of the liner during insertion shall be made as per manufacturer's standards. It will be the Contractor's sole obligation to verify the actual size of the pipe to be lined in the field over its entire length prior to the actual inversion process by means of the Contractor's pre-lining video inspection.
9. **LINER CAPACITY.** Flexible Polyester Liner shall be installed to the minimum thickness as listed under "Liner Thickness" set forth in Paragraph 13 of these Specifications, except that flow capacity of the existing lines shall not be reduced by more than 15 percent, using a common C factor of 100 for both liner and existing pipe.
10. **LINER LENGTH.** The length of the liner shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal the liner at the inlet and outlet points. The Contractor shall verify the lengths in the field before cutting the liner to length. Individual inversion runs can be made over one or more access points as determined in the field by the Contractor and approved by the City's Engineer.

**11. MATERIALS.** The tube shall consist of one (1) or more layers of absorbent fabric capable of carrying resin and capable of withstanding installation pressures and curing temperatures. The tube shall be compatible with the resin system used. The tube material shall be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube shall be plastic coated with a material that is compatible with the resin system used. The tube should be fabricated to size that, when installed, will fit the internal circumference and the length of the existing pipe. Allowance should be made for circumferential stretch during installation. The outside of the tube shall be marked along its full length at regular intervals not to exceed five feet (5'). The resin used shall be a thermos-set resin system that is compatible with the cured-in-place pipe installation. The resin shall be able to cure in the presence of water or air and the initiation temperature for cure shall be less than 180 F.

The CIPP system shall have the minimum structural properties given below:

**CIPP STRUCTURAL PROPERTIES\***

\* Values are for field inspection

<u>Property</u>	<u>ASTM Test Method</u>	<u>Minimum Value</u>
Tensile Strength	D638	3,000 psi
Flexural Strength	D790	4,500 psi
Flexural Modulus	D790	250,000 psi

**12. LINER THICKNESS.** The Contractor shall submit its Proposal for the appropriate size of liner designated on the Proposal sheet. Liner thickness shall be specified for each line size listed in the Proposal form unless otherwise stated. The liner shall be installed to the minimum nominal thickness (+/- 1.0mm) listed below:

8" CIPP Water Main Pipe Liner = .65" Wall Thickness (16.6 MM)

**13. DEVIATIONS.** The deterioration of pipelines is an ongoing process. Should pre-insertion inspections reveal the pipes to be in substantially different conditions than those stated in the Design Parameters set forth in Paragraph 15 of these Specifications, then the Contractor shall request a change in liner thickness supporting such request with design data in accordance with manufacturer's standard design policies. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as shown in the optional portion of the Proposal.

**14. DESIGN PARAMETERS.** The required structural CIPP wall thickness shall be based on the guidelines in the appendix of ASTM F1216-93 and with design parameters and physical properties listed in this section. Design formula used shall be ASTM F1216-93. For fully deteriorated, use Equation X1.3 & X1.4 and for partially deteriorated, use Equation X1.1 & X1.2. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness:

SITE SPECIFIC INFORMATION

- |  |                        |
|--|------------------------|
| 1. Design Condition (fully/partially deteriorated) = | partially              |
| 2. Soil Modulus <sup>1</sup> (700 psi minimum) =     | 1000 psi               |
| 3. Unit Weight of Soil <sup>1</sup> =                | 120 lb/ft <sup>3</sup> |
| 4. Live Load <sup>1</sup> =                          | DNA lb/ft <sup>3</sup> |
| 5. Ovality =   | 1.0 %                  |
| 6. Soil Depth =                                      | 6.0 feet               |
| 7. Ground Water Over Bottom of Pipe =                | 0.0 feet               |
| 8. Design Safety Factor (1.5 minimum) =              | 2                      |

**15. INSTALLATION PROCEDURES**

15.1. General. Prior to liner installation, sufficiently remove protruding taps, mineral deposits, roots and other debris from water line to the industry standard of 95 percent of the pipe diameter. If offset joints or collapsed pipe sections are present that will prevent insertion of the liner, the Engineer shall be notified of this prior to beginning any liner operations. The Engineer will decide if a pipe repair is necessary. Any pipe repair done by the contractor will occur after an agreed upon change order to the contract is approved by the City.

15.2. The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces, below grade. The Contractor will also be responsible for all traffic control devices

necessary to protect his men and equipment, as well as the motoring public from his operations under this Contract. All engines and engine-driven equipment shall be equipped with an adequate muffler, which is in constant operation and properly maintained in order to prevent excessive or unusual noise. The successful Contractor shall submit an executed Contractor's Agreement for Confined Space Entry (attached).

15.3. Cleaning of Pipelines. Prior to any lining of a pipe so designated, it shall be the responsibility of the Contractor to remove any and all internal deposits from the pipeline. Gravity pipes should be cleaned with hydraulically powered equipment, high velocity jet cleaners, or mechanically powered equipment (see NASSCO Recommended Specifications for Sewer Collection System Rehabilitation). Pressure pipelines should be cleaned with cable-attached devices or fluid-propelled devices as shown in AWWA Manual on Cleaning and Lining Water Mains, M28.

15.4. Method of Cleaning (Bucketing, Brushing, and Flushing). Gravity pipelines to be cleaned shall be preceded by rodding the section of the water main in order to thread in the cables of the power winch. All loose materials, solids, and other debris shall then be removed by means of clam shell-type buckets, and/or other appliances dragged through the pipelines with power winches of suitable size and horsepower. Each section shall then be power brushed with a large enough brush to assure that the pipeline has been cleaned in an efficient manner and to the satisfaction of the Engineer. All sections will be flushed with a high velocity type water jet in conjunction with the brushing operation.

All water used shall be furnished at NO CHARGE to the Contractor by the Owner, but all water shall be metered using a meter provided by the City of Warrenville.

The Contractor shall be responsible for picking up and disposing of all debris removed from the sewer off the job site at a legal location to be determined by the contractor. Any charges for disposing of the debris will be the responsibility of the Contractor.

15.5. Inspection of Pipelines. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location and extent of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than forty percent (40%). These conditions shall be noted so that they can be corrected. The location of any condition that may prevent proper installation of lining materials into the pipelines shall be noted, so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner/Engineer.

15.6. Line Obstructions. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, dropped joints, protruding branch connections, or broken pipe that will prevent the insertion of the liner. If inspection reveals an obstruction that cannot be removed by conventional cleaning equipment, then the Engineer may request a service repair, special for protruding branch connections.

15.7. Resin Impregnation. The tube should be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used shall be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. A roller system shall be used to uniformly distribute the resin throughout the tube. The installer shall designate a location where the CIPP will be vacuum-impregnated prior to installation. The installer shall allow the Owner's representative to inspect the materials and procedures used to vacuum impregnate the tube.

15.8. Bypassing Flow. The Contractor shall provide for the transfer of flow around the section or sections of pipe that are to be lined. The bypass(s) shall be made by diversion of the flow at an existing upstream access point and pumping the flow into a downstream access point or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be approved in advance by the Owner. The approval of the bypassing system in advance by the Owner shall in no way relieve the Contractor of his responsibility and/or public liability. (See Special Provisions– Resident Notification.)

The lining work will occur on a water main pipe.

## 16. INSTALLATION OF CIPP LINER

- 16.1. The wet-out liner material shall be inserted through an existing manhole or other approved access by means of an inversion process and the application of a hydrostatic head sufficient to fully extend the liner to the next designated access point. The impregnated liner materials or air shall be inserted into the inversion tubes with the impermeable plastic membrane side out. At the lower end of the inversion tube, the liner tube shall be turned inside out and attached to the inversion tube so that a leak-proof seal is created. The inversion head will be adjusted to be of sufficient height to invert the liner to the next access point designated and to hold the liner snug to pipe wall and produce dimples at side connections and flared ends at the entrance and exit access points. The use of a lubricant is recommended, and if used, such lubricant shall be as approved by manufacturer's standards.

Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than five percent (5%) of the original length. Before the installation begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed. The existing conduit shall be dewatered for any CIPP installation that does not use an inversion method to expand the tube against the pipe wall.

Alternatively, the tube can be pulled into place and expanded by a water or air inversion process with an inflation bladder. For those sections, a proofing section shall be pulled through the existing conduit prior to installation. The proofing section shall consist of the materials proposed for rehabilitation. The minimum length of the proofing section shall be five percent (5%) of the total line length and shall be of like diameter and thickness. If proofing section is damaged, repairs shall be made to the existing conduit. The proofing process shall be repeated using a new proofing section to verify effective repairs. Repeat proofing and repair process until proofing results in no damage to proofing section. Installation of CIPP using pull-in methods can begin after successfully proofing the existing conduit.

The use of a lubricant during inversion is recommended to reduce friction. This lubricant should be poured into the water in the down tube or applied directly to the tube or inflation bladder. Lubricant shall not be used in process where impermeable coatings are perforated prior to tube installation. The lubricant used should be a nontoxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

The manufacturer's standards shall be closely followed during the elevated curing temperature, so as not to overstress the felt fiber and cause damage or failure of the liner prior to cure. (In certain cases, the Contractor may elect to use a Top Inversion. In this method, the liner is pre-inverted to a distance that corresponds to the minimum inversion head, and instead of attaching to an elbow at the base of the inversion tube, the liner is attached to a top ring.)

- 16.2. Liner Curing. After inversion is completed, the Contractor shall supply a suitable heat source and water or air recirculation equipment. The equipment shall be capable of delivering hot water or air to the far end of the liner through a perforated hose, per manufacturer's recommendations, to uniformly raise the water temperature in the entire liner above the temperature required to affect a cure of the resin. The temperature shall be determined by the resin/catalyst system employed.

The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water or air supply. Another such gauge should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure. Temperature in the line during the cure period shall not be less than 150o Fahrenheit or more than 200o Fahrenheit as measured at the heat exchanger return line.

Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound, and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature shall be raised to the post-cure temperature recommended by the resin manufacturer. The post cure temperature shall be held for a period as recommended by the resin manufacturer during which time the recirculation of the water or air and cycling of the boiler to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, the ground conditions (temperature, moisture level, and thermal conductivity of soil).

- 16.3. Cool-Down. The Contractor shall cool the hardened liner to a temperature below 100 F (38 C) before relieving the static head in the inversion tube. Cool-down may be accomplished by the introduction of cool water or air into the CIPP to replace water or air being drained from a small hole made in the end of the liner at the downstream end. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed pipe.

16.4. Finish. The finished lining shall be continuous over the entire length of an insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delaminating. The lining shall be impervious and free of any leakage from pipe to the surrounding ground or from the ground to the inside of the lined pipe.

Any defects which will affect, in the foreseeable future or during the warranty period, the integrity or strength of the linings shall be repaired at the Contractor's expense, in a manner stated in the Contract.

**17. SEALING LINER AT THE ENDS.** If, due to broken or misaligned pipe at the access point, the lining fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the liner.

**18. SERVICE REINSTATEMENT.** After the liner has been cured, the Contractor shall reinstate all existing service connections as designated by the Owner or the Engineer. This shall be done in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a cutting device that reestablishes them to not less than 90% capacity. Only the Owner shall have the authority to direct the Contractor not to reinstate existing service connections. If excavations are required, they shall be done at no additional cost to the Owner. Service reinstatement shall be completed as soon as the liner has cured.

**19. LINER TESTING.** The liner shall be tested in accordance with the manufactures recommendations. In addition, liner samples shall be provided to the City at the request of the Engineer.

After all work is completed, the Contractor will provide Owner with USB or External Hard Drive containing high quality video in an acceptable format showing both the before-lined and after-lined conditions, including the reinstated connections. All video so furnished shall be in color. No infiltration of groundwater should be observed. All service entrances should be accounted for and be unobstructed.

**20. INSPECTION.** For each inversion length designated by the Owner in the Contract documents, one (1) CIPP sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. (Note: In areas with limited space and larger diameter pipes, other sampling techniques may be required.)

The sample should be large enough to provide a minimum of three (3) specimens and a recommended five (5) specimens for flexural testing and also for tensile testing, if applicable. The full CIPP sample wall thickness shall be tested, whenever possible. If the sample is irregular, distorted, or of such thickness that proper testing is inhibited, then the wall thickness shall be machined away from the inside pipe face of the sample only. Thus, the test specimen shall be cut from the outside pipe face of the CIPP sample.

For specimens greater than one-half inch (½") (12.70 mm) in depth, the width-to-depth ratio of the specimen shall be increased to a minimum of 1:1 and shall not exceed 4:1. Test specimens shall be oriented on the testing machine with the interior surface of the CIPP intention. The following test procedures should be followed after the sample is cured and removed.

20.1. Flexural (Bending) Properties. The initial tangent flexural modulus of elasticity and flexural stress should be measured for gravity and pressure pipe applications in accordance with Test Method D790, Test Method I – Procedure A, and should meet the requirements of Section 4.3.

20.2. Tensile Properties. The tensile strength should be measured for pressure pipe applications in accordance with Test Method D638 and must meet the requirements of Section 4.3.

20.3. Delamination Test. For pulled-in-place CIPP products where the inflation bladder remains a permanent part of the finished CIPP product, a delamination test should be performed on each installation length. The sample shall be fabricated from material taken from the tube, and the resin/catalyst system used and cured in a clamped mold placed in the down tube. A portion of the inflation bladder material in the sample should be dry and isolated from the resin in order to separate tube layers for testing. Delamination testing shall be in accordance with ASTM D903, with the following exceptions:

- A. The rate of travel of the power-actuated grip shall be one inch (1") (or 25 mm)/min.
- B. Five (5) test specimens shall be tested for each inversion specified.
- C. The thickness of the test specimen shall be minimized but should be sufficient to adequately test delamination of nonhomogeneous CIPP layers.

- D. The peel or stripping strength between any nonhomogeneous layers of the CIPP laminate should be a minimum of 10 lb./in. (or 178.60 g/mm) of width for typical CIPP applications.

**21. TIMELY COMPLETION.** In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the Contractor agrees that the Owner shall withhold \$475.00 a day as liquidated damages (IDOT Standard Specification for Road & Bridge Construction as of April 1, 2016), which cost shall be considered and treated not as a penalty, but as damages due to the Owner from the Contractor by reason of inconvenience to the public, added cost of supervision and other items which may have caused an expenditure of funds resulting from the Contractor's failure to complete the work within the time specified in the contract.

**22. BASIS OF PAYMENT.** This work will be paid for at the proposed contracted unit price per lineal foot of liner, installed inside water main, for cured-in-place pipelining, of the size indicated on **ATTACHMENT B**, which price shall be payment in full for all Work described herein, including all line bypass pumping, cleaning, video recording, testing, and clean up, for a completed liner installation, including the complete restoration of all surfaces. The City will use final inspection videos to determine footage for payment. Wheeled measurements as a basis of payment will not be permitted. All lateral services reinstated will be paid for per each under the item of service reinstatements complete. All surfaces disturbed during installation of pipe liners, including pavements, sidewalks, curbs, lawns, and other surfaces, shall be restored to their original condition, or better. Such work shall be incidental to the unit price for cured-in-place pipelining and no additional compensation will be allowed.

**23. RESIDENT NOTIFICATION**

**DESCRIPTION.** This work shall consist of notify residents of properties that abut the project area. It shall be the Contractor's responsibility to notify these residents in writing at least twenty-four (24) hours in advance of the start of work. Within the notification, it is suggested that the Contractor include a short scenario explaining the work process and why we are doing the work. It is further recommended that the Contractor suggest to homeowners that they limit water usage in their homes in order to minimize service backups along the project. No residents are connected to the water main being lined.

The City Engineer shall have the opportunity to review and revise the resident notification materials prior to delivery to the residents.

It is the intention of this Special Provision to make it the responsibility of the Contractor to notify each and every resident along the rehabilitation project. Notification is critical and it will be the Contractor's responsibility if property damage should be the result of excessive water usage by individual homeowners. It is therefore imperative that the Contractor makes sure contact is achieved at every residence. The Owner has documentation regarding some of the properties along the rehabilitation project (i.e., property addresses) and will work with the Contractor to provide whatever assistance possible to make this notification.

**BASIS OF PAYMENT.** This work shall be considered incidental to the contract. Cost to do this work shall be included in Contractor's unit prices submitted elsewhere within this document and separate payment for this work shall not be considered.

**24. TRAFFIC CONTROL AND PROTECTION**

**DESCRIPTION.** The Contractor shall be responsible for all signing, traffic control, and protection of this project in accordance with 107.09 Public Convenience and Safety, 107.14 Maintenance of Traffic, the applicable parts of Section 700 Work Zone Traffic Control of the Standard Specifications, the latest edition of the State of Illinois Manual on Uniform Traffic Control Devices, and the Spring 1998 Work Area Protection Guide for Street & Utility Repairs by IDOT.

**All Traffic Control shall be inspected each morning. No work shall be performed unless the appropriate traffic control is established, inspected and approved by the Engineer. Any lane closures in Illinois Route 53 will require a Highway permit issued by the Illinois Department of Transportation. This obtainment of said permit shall be the Contractor's responsibility.**

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest

possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep delays or the closing of any lane of the roadway to a minimum.

All traffic control devices used on this project shall conform to Special Provisions, Traffic Control Standards, Traffic Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. No modification of these requirements will be allowed without prior approval of the Engineer.

**BASIS OF PAYMENT.** Traffic Control and Protection shall be considered incidental to the contract. Cost to do this work shall be included in Contractor's unit prices submitted elsewhere within this document and separate payment for this work shall not be considered.

**ATTACHMENT B**

**SCHEDULE OF PRICES**

We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated within the Contract Documents including but not limited to all instructions, conditions, specifications, exhibits and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Prices inserted below are inclusive of all direct and indirect costs including all applicable federal, state, and local taxes of every kind and nature applicable to the Work.

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
1	MOBILIZATION	L.S.	1	\$8,500.00	\$8,500.00
2	CURED-IN-PLACE PIPELINING (CIPP) OF 8" WATER MAIN – UP TO 100 FEET	L.S.	1	\$32,400.00	\$33,260.00
<b>TOTAL COST OF ITEMS 1 &amp; 2</b>					<b>\$41,760.00</b>

\*Total Cost should be entered in Section II. of Contract Form as well as above.



CITY OF WARRENVILLE

ROUTE 59 AND WINCHESTER CIRCLE CIPP WATER MAIN PIPELINING

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of Contractor)

as Principal, hereinafter called Contractor, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called City, in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has submitted a Contract/Proposal dated \_\_\_\_\_, 20\_\_, to City entitled "Contract/Proposal for Route 59 and Winchester Circle CIPP Water Main Pipelining" (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by City, Contractor shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract and the required bonds, in the form included in the contract documents, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by City's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which City may accept the Proposal, and Surety does hereby waive notice of any such extension. City shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond. No right of action shall accrue on this bond to or for the use of any person or corporation other than City or the administrators or successors of City.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

PRINCIPAL: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: President

Attest/Witness:

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CITY OF WARRENVILLE**

**ROUTE 59 AND WINCHESTER CIRCLE CIPP WATER MAIN PIPELINING**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that **[INSERT COMPANY NAME AND ADDRESS]** as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Oblige, hereinafter called Owner, in the full and just sum of **[INSERT CONTRACT PRICE]** Dollars (\$\_\_\_\_\_), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated \_\_\_\_\_, 20\_\_ with Owner entitled "Contract/Proposal Route 59 and Winchester Circle CIPP Water Main Pipelining" between City of Warrenville and **[INSERT COMPANY NAME]** (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the prepping; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

PERFORMANCE BOND

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

PRINCIPAL: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**[INSERT NAME]**

Title: \_\_\_\_\_

Title: President

Attest/Witness:

SURETY: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

## CITY OF WARRENVILLE

## ROUTE 59 AND WINCHESTER CIRCLE CIPP WATER MAIN PIPELINING

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **[INSERT COMPANY NAME AND ADDRESS]**, as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[INSERT CONTRACT PRICE]** Dollars (\$\_\_\_\_\_), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated \_\_\_\_\_, 20\_\_, with Owner entitled "Proposal/Contract for Route 59 and Winchester Circle CIPP Water Main Pipelining" between City of Warrenville and **[INSERT COMPANY NAME]** (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the prepping; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

PAYMENT BOND

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

PRINCIPAL: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_  
**[INSERT NAME]**

Title: President

SURETY: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- a. Publishing a statement:
  - 1. 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.
  - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3. 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.
- b. Establishing a drug free awareness program to inform employees about:
  - 1. the dangers of drug abuse in the workplace;
  - 2. the grantee's or contractor's policy of maintaining drug free workplace;
  - 3. any available drug counseling, rehabilitation, and employee assistance program; and
  - 4. the penalties that may be imposed upon employees for drug violations.
- c. 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.
- d. 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.
- e. 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.
- f. 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 in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

\_\_\_\_\_  
Contractor

ATTEST:

\_\_\_\_\_

DATE: \_\_\_\_\_

**IRS FORM W-9**

Include a copy of IRS Form W-9 with contract.

**CONTRACTOR'S AGREEMENT FOR CONFINED SPACE ENTRY**

**Contractor shall fill in all information below – Please Print**

Contractor's Name: \_\_\_\_\_

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

Contractor's Representative \_\_\_\_\_ Date \_\_\_\_\_

Time Frame of Job (Start/Ending Date) Month \_\_\_\_\_ Day \_\_\_\_\_ 20\_\_\_\_.

Location and Description of Confined Spaces:  
\_\_\_\_\_  
\_\_\_\_\_

Purpose of Entry: \_\_\_\_\_

Individual(s) in Charge: \_\_\_\_\_ Crew Size \_\_\_\_\_

Names of Emergency Response Team \_\_\_\_\_  
\_\_\_\_\_

The Contractor hereby agrees to comply with all requirements of Confined Space entry in accordance with OSHA Regulation Part 1910.146. The Contractor holds the City harmless for Confined Space Entry performed by the Contractor.

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

<b>Emergency Phone Numbers</b>	<b>Fire Protection District</b>	<b>630-968-2161 or 911</b>
	<b>Police Department</b>	<b>630-393-2131 or 911</b>
	<b>Public Works</b>	<b>630-393-9050</b>

**A copy of this "Agreement" shall remain at the job site**

**City Representative shall complete this section:**

**This Agreement is accepted for Contractors working in confined spaces owned by the City of Warrenville, provided the Contractor complies with all safety requirements and procedures as regulated by OSHA, Part 1019.146. The City and its employees assume no liability for the Contractor's work.**

**Accepted By (Signature):** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name)** \_\_\_\_\_



Route 59 and Winchester Circle Water Main Pipe to be Lined – Map 1 or 2



Pipe to be lined - 8", up to 100 feet

Route 59 and Winchester Circle Water Main Pipe to be Lined – Map 2 or 2

