



Midwest Office
Sheaffer & Roland Inc. | 611 Stevens St | Geneva | IL 60134

telephone: (630) 208-9898 | fax: (630) 208-9895
information@sheafferandroland.com | sheafferandroland.com

WASCO SANITARY DISTRICT
Kane County, Illinois
CAMPTON AND BERGLAND IRRIGATION FIELDS
CONTROL BURN MAINTENANCE
CONTRACT DOCUMENTS

September 21, 2022

Prepared for:

WASCO SANITARY DISTRICT
P.O. BOX 9
WASCO, ILLINOIS 60183

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
NOTICE TO BIDDERS	1
INSTRUCTIONS TO BIDDERS	2
PROPOSAL	9
SUBCONTRACTOR / SUPPLIER LIST	11
AFFIDAVIT OF EXPERIENCE	12
CERTIFICATION FOR BID	14
CERTIFICATION FOR DRUG FREE WORK PLACE	15
SPECIAL PROVISIONS	16
INCIDENTAL ACTIVITIES	17
WORK SCHEDULE	17
CLEAN UP AND DISPOSAL	18
BURN LIMITS & FIELD ACCESS	18
SAFETY AND PROTECTION	18
PERMITS AND BONDS	19
DEFINITIONS	19
APPLICATION FOR PAYMENT	19
INSURANCE REQUIREMENTS	20
USE OF DISTRICT WATER	22
PROTECTION OF PUBLIC & PRIVATE PROPERTY	22
PROTECTION OF EXISTING FACILITIES DURING WORK	23
SP-1 PERMIT COORDINATION	23
SP-2 PRE-BURN FIELD PREPARATION	24
SP-3 CONTROL BURN 80%	24

NOTICE TO BIDDERS

Sealed bids submitted in **duplicate** in a sealed envelope with the words "Campton and Bergland Fields Control Burn Maintenance Contract 2023" clearly marked on it, will be received by the Wasco Sanitary District until **1:00 p.m., Wednesday, November 2, 2022** at the Finance Office of the Wasco Sanitary District, 40W250 LaFox Road, Campton Hills, IL, at which time they will be publicly opened and read aloud for the furnishing of all materials, labor, and for performing all related work for:

- Pre-burn field preparation
- Control Burn of Campton Hills Field & Berms
- Control Burn of Bergland Field
- Permit Coordination and Notifications

This work shall be done in accordance with the specifications as prepared by Sheaffer & Roland, Inc. Copies of the plans and specifications may be obtained in electronic form after 8:00 a.m. on Friday, September 30, 2022 from the District's web site. Hard copies are also available after the same date at the office of, Sheaffer & Roland, Inc. 611 Stevens Street, Geneva Illinois 60134 (Office: 630-208-9898).

A 10% Bid Bond or Bid check is required as a condition of the bid submittal.

Bidders are required to submit qualifications in accordance with contract documents. There will be a non-mandatory pre-bid meeting on Wednesday, October 19, 2022 at 1:00 p.m. at the Campton Field facility located at 40W200 Campton Hills Road in the Village of Campton Hills.

The Contractor and sub-contractors shall comply with prevailing wage requirements at the time of the signing of the contract as found by the Department of Labor or as determined by the Court of Appeal, to all his/her employees performing work under the Contract. A signed certification stating the above as well as the fact that the bidder is not barred from bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) must be submitted by the successful bidder as part of this contract.

The Wasco Sanitary District reserves the right to reject any or all bids and waive technicalities. In addition, the District reserves the right to hold all bids for up to 90 days after opening.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS:

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" (who may also be the lowest Bidder) means the Bidder who on the basis of Owner's evaluation as hereinafter provided is qualified, responsible and responsive to whom Owner makes an award. The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, the Proposal and Bid Form, the proposed Contract Documents and Project Specifications (including all Addenda issued prior to receipt of Bids), and the plans prepared by Sheaffer & Roland, Inc.

2. COPIES OF BIDDING DOCUMENTS:

- 2.1. Complete sets of the Bidding Documents are available electronically from the District's web site and hard copies at the price stated in the Notice to Bidders may be obtained at Sheaffer & Roland, Inc. 611 Stevens Street, Geneva, Illinois, 60134, (phone 630-208-9898).
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.4. BIDDER is solely responsible to verify if addenda to the Bid Documents are issued by checking the District web site or by contacting the Engineer prior to the Bid Opening.

3. QUALIFICATIONS OF BIDDERS:

To demonstrate qualifications to perform the work and to be considered responsive and to consider the proposal as complete, each Bidder must be prepared and submit **with the Bid Form**, written evidence of the Bidder's ability to perform the Work. The submittal should be prepared using the Affidavit of Experience provided hereafter. Each Bid must contain evidence of Bidder's qualification to do business in Illinois or covenant to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- 4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, there will be a **non-mandatory pre-bid meeting Wednesday, October 19, 2022 at 1:00 p.m. at the Campton Field facility** located at 40W200 Campton Hills Road in the Village of Campton Hills (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Owner of all conflicts, errors or discrepancies in the Contract Documents, in writing, five days prior to the bid opening.

- 4.2. Information and data reflected in the Contract Documents with respect to Above or Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Above or Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.
- 4.3. Before submitting a Bid each Bidder shall be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. A bidder by submitting a bid represents that it has visited the site and become familiar with all the conditions under which work is to be performed. No extra compensation shall be allowed by reason of any matters or things concerning the project which the bidder did not inform itself of prior to bidding
- 4.4. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.5. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the contract Documents. All additional lands and access thereto required for temporary staging facilities or storage of materials and equipment are to be provided by Contractor.
- 4.6. The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the contract Documents and such means, methods, techniques, sequences or procedures of maintenance activities as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda posted to the District web site. Questions received less than five days prior to the date for opening of Bids may not be answered. Questions answered by fax or a formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY:

- 6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent (10%) of the Bidder's Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety.

- 6.2.** The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within three (3) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder shall be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the ninety-first (91st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.
- 6.3.** Attorneys-in-fact who sign Bid Bond must file with the Bond a certified and effective dated copy of their power-of-attorney.

7. CONTRACT TIME:

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES:

Provisions for liquidated damages, if any, are set forth in the Special Provisions.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS:

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Owner, application for such acceptance will not be considered by the Owner until after the Effective Date of the Agreement.

10. BID FORM:

- 10.1.** All Bids must be made on the required Bid Form. The Bid Form is included with the Bidding Documents. All bids must be filled out in duplicate.
- 10.2.** All blanks on the Bid Form must be completed in ink or typed.
- 10.3.** Bids by corporations must be executed in the corporate name by the president or a vice-president (or 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.
- 10.4.** 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.
- 10.5.** All names must be typed or printed below the signature.
- 10.6.** The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

- 10.7. The address and telephone number for communications regarding the Bid must be shown.
- 10.8. A Bid price shall be made for all items of work and materials indicated in the bid schedule for each section of work. A bid price may or may not be submitted for the alternatives described in the documents as provided in the Bid Form. The Owner shall select which alternate, if any, will be awarded.
- 10.9. **The Base Bid identifies site preparation activities that are not defined in the specifications. The District is relying on the Bidder experience and expertise. The Bidder shall identify and list all activities necessary to achieve the performance objectives of the project documents on the Bid Form.**

11. SUBMISSION OF BIDS:

Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title and if applicable, the designated portion of the Project for which the Bid is submitted, and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- 12.1. 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.
- 12.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder shall be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. OPENING OF BIDS:

Bids will be opened and (unless obviously non-responsive) read aloud publicly at a time and place in accordance with the Notice to Bidders. A tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

All bids shall remain subject to acceptance for ninety days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15. AWARD OF CONTRACT:

- 15.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of and Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard

or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices shall be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

- 15.2.** In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. It is the intent of the District to award the contract to the most qualified, responsible and responsive bidder, based on the combination of base bid and bid alternates yielding the optimum overall project cost. Bidders who have not submitted qualifications with the Bid Form in accordance with bid requirements will not be considered responsive or qualified.
- 15.3.** Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Contract Documents. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 15.4.** Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 15.5** If the contract is to be awarded, it will be awarded to a qualified Bidder who has fully complied with bid requirements and whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. If the lowest bidder happens to be best qualified bidder to perform the work he/she or his/her firm will be the Successful Bidder.
- 15.6** If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within seven business days after the day of the Bid opening. Should there be reasons the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and Bidder.

16. CONTRACT SECURITY:

A Performance bond is not required for this contract.

17. SIGNING OF AGREEMENT:

- 17.1.** Then Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within three business days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within one business day thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17.2. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Security accompanying the proposal shall become the property of the Owner.

18. SALES AND USE TAXES:

Under Rule No. 40 of the Illinois Retailer's Occupation Tax Rules, issued April 15, 1965, sales to governmental bodies are exempt from State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax.

19. APPLICABLE LAWS, ORDINANCES, RULES, AND REGULATIONS:

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over maintenance activities shall apply to the Contract throughout.

20. PREVAILING WAGE & CERTIFIED PAYROLL:

As required by the Department of Labor and as set forth in the Kane County Prevailing Wage, current publication, the general prevailing rate of wages in the locality for each craft or type or worker or mechanic needed to execute the Contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work, and it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him, and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the Contract or such work.

The Contractor and each subcontractor shall keep or cause to be kept and accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, in connection with said public work, and showing also the actual hourly wages paid to each of such persons, which record shall be open at all reasonable hours to the inspection of the public body awarding the Contract, its officers and agents, and to the Director of Labor and his deputies and agents. **Furthermore, the Contractor and all Subcontractors shall submit Certified Payroll documentation in accordance with Illinois Department of Labor requirements on a monthly basis and/or with any pay request.**

21. BIDDING CERTIFICATE:

A statement certifying that the Bidder is not barred from bidding on the Project Specifications as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) shall be submitted with the Bid prior to the time of the Bid opening. The certificate form is attached to the Project Specifications.

22. PHOTOCOPIED BID PROPOSAL:

The Contractor shall submit the original bid documents along with a copy of the bid proposal which can be removed from the original documents. The copy shall be a photocopy of the original and be placed in the designated location in the Bid Documents.

23. CONTRACT PROVISIONS & SPECIFICATIONS:

Submission of a bid proposal shall be sufficient to satisfy the requirement for a written agreement between the Contractor and Engineer as stipulated in Section 202.07(a) of the Standard Specifications. **Any discrepancies or disagreement with the specifications must be provided to the District in writing, prior to or at the bid opening.**

PROPOSAL

The following proposal is hereby made to the **Wasco Sanitary District**, hereinafter called the

Owner. Proposal is submitted in duplicate by _____

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform all work associated with the Campton & Bergland Fields Maintenance Control Burn Contract 2023 in accordance with the Specifications and procedural documents attached, and other contractual documents, including the plans.

In submitting this proposal the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract and the requirements of the maintenance work and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees to begin work after the issuance date of the notice to proceed unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as shall insure its completion by the completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Any discrepancies or disagreement with the plan quantities must be provided to the District in writing, prior to or at the bid opening.

BID FORM – SCHEDULE OF PAY ITEMS

2023 Season

Special Provision	Item	Quantity	Unit	Unit Price	Amount
SP-1	Permit Coordination	1	L. SUM	\$	\$
SP-2	Pre-Burn Field Preparation – Campton Field	1	L. SUM	\$	\$
SP-2	Pre-Burn Field Preparation – Bergland Field	1	L. SUM	\$	\$
SP-2	Pre-Burn Campton Berm	1	L. SUM	\$	\$
SP-3	Control Burn – Campton Field 80% Success	1	L. SUM	\$	\$
SP-3	Control Burn – Bergland Field 80% Success	1	L. SUM	\$	\$
SP-3	Control Burn –Campton Berm 80% Success	1	L. SUM	\$	\$

2023 TOTAL = _____

GRAND TOTAL = _____

PRE-BURN ACTIVITIES: _____

SUBCONTRACTOR / SUPPLIER LIST

The following information gives the name, business address, and portion of work (description of work) for each subcontractor and equipment supplier listed below that will be used in the work if the bidder is awarded the Contract. Each listed discipline must be completed prior to the time of the bid opening. Failure to complete this section may result in the Bid being declared non-responsive.

(Additional supporting data may be attached to this page. Each page shall be sequentially numbered, e.g., 00430-2, and headed "Subcontractor / Equipment Supplier List" and shall be signed.)

SUBCONTRACTOR LIST

Name	Business Address	Description of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUPPLIER LIST

Name	Business Address	Description of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Bidder

AFFIDAVIT OF EXPERIENCE

STATE OF _____)

)SS

COUNTY OF _____)

_____ being duly sworn, that he is

_____, of _____
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

Which has performed work of the general description and type identified in this contract for

_____ years and _____ months beginning in (year) _____

Has successfully completed work for the following entities of the general description and type identified in this contract:

<u>Name of Owner</u>	<u>Job Description/Location</u>	<u>\$ Amount</u>
<u>Year</u>		

1. _____

2. _____

3. _____

and that _____ will utilize the following equipment:
(the, said firm, said corporation)

<u>Machine</u>	<u>Year & Owned / Leased</u>	<u>Machine</u>	<u>Year & Owned / Leased</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and that _____ will be assigned to work under this
(Name of Certified Prescribed Burn Manager)

contract, and that his/her experience in this kind of work is as follows:

Name of Job

Engineer or Owner

and that _____ will be subcontracted to perform the
(Name of Subcontractor)

following work under this contract, and that his experience in this kind of work is as follows:

Name of Subcontractor

Work Scope

References

Signature: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder do hereby certifies to The Wasco Sanitary District, Kane County, Illinois, that the bidder is not barred from bidding upon the Bid Specifications for the Project known as Campton & Bergland Fields Control Burn Contract 2022 and 2023 as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

All laborers, mechanics and any other workers employed in this Public Work contract, whether employed by the Contractor or any Sub-contractors, shall be paid in accordance with the prevailing wages accepted and approved by the Wasco Sanitary District as attached to the Contract Documents and Project Specifications.

NAME

COMPANY

DATE

CERTIFICATION FOR DRUG FREE WORK PLACE

The undersigned, as a duly-authorized representative of the Contractor do hereby certifies to The Wasco Sanitary District, Kane County, Illinois, that the Contractor ensures that he/she will operate a work environment which is free of any and all illegal drugs in accordance with the Drug Free Workplace Act of January, 1992. In addition, any prescribed drugs that will impair an employee's judgment or ability to work safely should not be allowed on the work site or on any satellite location.

NAME

COMPANY

DATE

SPECIAL PROVISIONS
WASCO SANITARY DISTRICT
Campton and Bergland Fields Control Burn Maintenance Contract 2022 & 2023

The following Special Provisions; the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, (hereinafter referred to as the Standard Specifications), the Standard Specifications for Water and Sewer Main Construction in Illinois (latest edition), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), the "Manual of Test Procedures of Material" in effect on the date of invitation for bids, the "Illinois Urban Manual" latest edition published by the NRCS and the Supplemental Specifications and Recurring Special Provisions shall apply to and govern the maintenance activities of Campton and Bergland Fields Control Burn Maintenance Contract 2022 and 2023. In case of conflict with any part or parts of said specifications, the Special Provisions shall take precedence and shall govern. In addition, these Special Provisions shall supersede any conflict with Division 100 of the Standard Specifications.

These Special Provisions supplement the Standard Specifications. In case of any conflict these Special Provision shall precede and govern.

The Contractor is herein notified that the Wasco Sanitary District reserves the right to add or delete items and delete sections of the improvement from this Contract as deemed necessary. The aforementioned deletions or additions shall not alter the contract unit prices for this project.

The Contractor shall provide a list of the intended Subcontractors to be used for the project. **THE WASCO SANITARY DISTRICT SHALL APPROVE ALL SUB-CONTRACTORS TO BE USED ON THE PROJECT AND RESERVES THE RIGHT TO REJECT THE USE OF ANY SUBCONTRACTOR DUE TO PAST PERFORMANCE or THE APPARENT INABILITY TO PROPERLY PERFORM THE WORK REQUIRED.**

The Contractor is required to submit a Project Burn Schedule twenty-one days subsequent to execution of the contract.

All work as described by the BID FORM shall be completed by April 15th of each year. Should the Contractor fail to obtain completion or substantial completion within the time stipulated or within such extended time as may have been allowed, the Contractor shall be liable to the Wasco Sanitary District in the amount of \$500 per calendar day. This is not as a penalty but rather liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed.

Maintenance activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. each working day unless required for safety purposes or approved otherwise by the district. No work is to be performed on Sundays and holidays observed in the State of Illinois. However, work may be performed on Saturdays if allowed by the Owner. A forty-eight hours written notice must be submitted and approved. **Any day that work is not allowed heavy equipment shall NOT be started, cleaned, serviced, removed from or dropped off on the job site.**

The Contractor shall designate, at the pre-burn meeting, the employee to be assigned as Project Superintendent. The Project Superintendent, at the time of the pre-burn meeting, shall supply the District with two telephone numbers by which he or she can be contacted in cases of emergency or when otherwise necessary. The cost of these items shall not be paid for separately, but shall be incidental to the Contract. The Project Superintendent shall be required to assume the responsibility for general supervision of the Contractor and Subcontractors' operations. **THE WASCO SANITARY DISTRICT RESERVES THE RIGHT TO REJECT ANY PROJECT SUPERINTENDENT, FOREMAN OR OTHER EMPLOYEE DUE TO PAST PERFORMANCE, CONFLICTS OR THE INABILITY TO PROPERLY PERFORM THE WORK REQUIRED.** The Project Superintendent shall properly control and complete the work for the proposed project. The Engineer shall be provided 72 hours notice prior to all work activity. The Engineer will field inspect and measure (as necessary) to determine compliance with these specifications.

INCIDENTAL ACTIVITIES

The Contractors shall perform all work indicated or implied in the Contract Documents. All work not specified, but required to complete the project in a satisfactory manner, shall be performed by the Contractor. All items of work not listed in the Bid Items shall be considered as incidental work to the Contract and no additional compensation shall be allowed.

WORK SCHEDULE

The Contractor is required to coordinate all work activities with Wasco Sanitary District operations staff and shall submit a Work Schedule within twenty-one days of execution of the contract. Normal weather conditions for the area shall not be an acceptable reason for an extension of the Contract Time. Any work on Saturdays must be authorized by Owner at least 48 hours in advance.

Within twenty-one days of execution of the contract the Contractor shall present, in writing, a detailed Project Burn schedule. Said schedule shall contain information as the Engineer deems necessary, including sequencing of work and dates for starting and completing maintenance operations, location of off-site disposal areas, access routes to be used, and location of equipment and material storage sites. Once approved, the Contractor must adhere to the schedule. If the schedule is changed, the Contractor shall submit a revised schedule in writing to the District.

The Contractor shall be required to notify the Engineer at least 72 hours prior to starting work on this project. The contractor shall obtain authorization from the Engineer before beginning work.

All public roadways shall remain open to traffic at all times during the course of this project. The Contractor, shall furnish, erect, remove and maintain all work notification signs, barricades and other traffic control devices including flaggers required to maintain the traffic as part of and incidental to all other pay items. Flaggers in non-emergency situations shall all be certified. At the pre-burn meeting the contractor shall supply the District with a current list of names of their employees who have been certified as Flaggers that will be working on this project. The safety of all residents and the general public must be paramount.

Failure to complete all work within the completion date set herein shall result in liquidated damages in the amount of \$1,000.00 per calendar day. If additional time is needed to complete the work the

contractor must make a formal request in writing for a contract extension. This request shall state the reason extra time is needed and a new completion date will be given if a contract extension is granted. A new work schedule must also be supplied. This request may not be honored if the Engineer's opinion the Contractor did not make an earnest effort to complete the project on time. Normal weather conditions for the area shall not be an acceptable reason to grant a contract extension.

CLEAN UP AND DISPOSAL

The Contractor shall maintain all public streets and access roads drives in a clean and orderly manner. The District understands that the flow of traffic may be slowed because of the work in progress however, other than intermittently; the flow of traffic shall not be stopped. Debris and surplus material removal shall be performed at the end of each day's work. All excess material and any debris disposal by the Contractor shall be incidental and no additional compensation shall be allowed. If the streets are not kept free of debris the Engineer may direct the Contractor to stop all other work and clean the street. The Contractor shall dispose of debris and surplus material off-site and is responsible to acquire any permit required for such disposal.

BURN LIMITS & FIELD ACCESS

The Contractor shall confine his operations to within Campton and Bergland Fields. The contractor shall utilize the existing paved and gravel access from Campton Hills Road as the primary point of access for Campton Field and the paved access from Old Burlington Road for Bergland Field. Routes shall utilize the perimeter of the field where practical. This provision shall be strictly adhered to as damage and additional expense shall result. The contractor is responsible for any expense incurred by the Wasco Sanitary District as a result of any compaction or damage outside of the limits described above. This is not limited to physical damage but may include penalties and fines. All disturbance and compaction outside the agreed upon route and limits shall be repaired at the Contractor's expense.

SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The Engineer does not have the authority or the obligation to stop work based on unsafe work practices. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work site and other persons and organizations who may be affected thereby;
2. All of the work and materials and equipment to be incorporated therein, whether in storage on or off site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of the project.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and of utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection,

removal, relocation or replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Contractor has issued a notice to the Owner that the work is acceptable.

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall prepare and maintain on the job site a Burn Site Safety Plan in accordance with the current Occupational Safety and Health Agency (OSHA) Standards and Procedures. The safety plan shall be acceptable to OSHA and contain the name of the individual in the employ of the Contractor responsible for the Site Safety.

PERMITS AND BONDS

The Contractor shall procure all permits to mobilize equipment to and from the site.

DEFINITIONS

"District" or "Owner" is the Wasco Sanitary District and its agents and/or representatives.

"Engineer" is Wasco Sanitary District Engineer, his representative and/or his agents.

All definitions stated in Section 101 of the Standard Specifications shall apply to this Contract.

APPLICATION FOR PAYMENT

Application for Payment to the Contractor shall be done in accordance with the applicable Articles of Section 109 of the Standard Specifications and with this Special Provision. Written application for payment for the work completed shall be submitted to the Engineer not more than once monthly on the 20th calendar day unless the 20th calendar day is on a Saturday or Sunday in which case the Contractor may submit the application on the Friday before or the Monday after, the 20th calendar day.

Beginning with the second application for payment, the Contractor must submit partial waivers of lien from all subcontractors and suppliers for all materials and labor involved, in the amount of the sum total of the previous application for payment. When the request for final payment is made, final waivers of lien shall be supplied by the Contractor, subcontractors and all firms which supplied materials or services under this contract, agreeing that said contract has been performed, constructed, finished and delivered to the District free from all claims, liens or charges in the nature of mechanics' liens either in favor of the Contractor or any party, firm or corporation entitled to such lien. The Contractor shall also furnish an affidavit stating that all waivers submitted are the total amount of waivers required to be submitted. Applications for payment shall NOT be accepted or processed unless the required waivers are supplied.

If the Engineer finds that all waivers of lien are in order, the application for payment shall be submitted to the Wasco Sanitary District for processing and payment. Failure of the Contractor to submit correct waivers of lien at the required time may cause a delay in payment. The issuance of payments for work performed shall in no way lessen the responsibilities of the Contractor.

The District reserves the right to withhold or deny partial and final payments to the Contractor for failure to expedite completion of the project, failure to respond to directives from the District and failure to perform quality work, and any other actions deemed not be in the best interest of the District and its customers.

In the event that the Contractor does not pay fines for failure to conform to the requirements of the Special Provision, the District reserves the right to deduct such fines from amounts due to the Contractor.

INSURANCE REQUIREMENTS

The Contractor shall not start or allow his subcontractor to start any work under this contract until all insurance required by Section 107 of the Standard Specifications has been secured and that such insurance has been approved by the District. Such insurance, after the date filed, shall be maintained during the remaining life of the contract. The Contractor shall submit, on forms satisfactory to the District, a certificate of insurance showing the required coverage.

The Certificate of Insurance shall name the Wasco Sanitary District and its Elected and Appointed Officials and Sheaffer and Roland, Inc. as additional insured. In addition, the certificate of insurance shall state, "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications". All costs associated with meeting these requirements shall be considered incidental to the Contract.

Revise Article 107.27 of the Standard Specifications and Supplemental Specifications so that "Department" will be replaced by "District" and its representatives and add the following:

- A. **SAFETY:** In accordance with generally accepted burn practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. These requirements shall apply continuously and not be limited to normal working hours.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

Add to Article 107.27(b):

The coverage provided shall be sufficiently broad to insure the provisions entitled, "Indemnification," as discussed in the paragraph below.

- B. **INDEMNIFICATION:** The Contractor shall defend, indemnify, keep and save harmless the Wasco Sanitary District and Sheaffer & Roland, Inc., and their employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of,

or incidental to, the performance of the work under the contract by the Contractor or his subcontractors to the full extent as follows by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

A Certificate of Insurance evidencing the required coverages shall be submitted to the Owner and Engineer prior to commencing work on the project.

Liability Insurance

The limits of liability for the liability insurance required shall provide coverages for not less than the following amounts or greater where required by law and coverages shall be as follows:

Workers' Compensation

i.	Coverage A	Statutory
iii.	Coverage B	
	Bodily Injury by Accident (each accident)	\$500,000
	Bodily Injury by Disease (policy limit)	\$500,000
	Bodily Injury by Disease (each employee)	\$500,000

Include a waiver of Subrogation in favor of Wasco Sanitary District.

Commercial General Liability (including Blanket Contractual; Employees as Insureds; Broad Form Property Damage):

i.	General Aggregate	\$2,000,000
	Products/Completed Operations (Per Occurrence)	\$1,000,000
	Personal & Advertising Injury (Per Occurrence)	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any One Fire)	\$ 100,000
ii.	Property Damage liability insurance will provide Explosion, Collapse and Underground <u>coverages</u> .	
iii.	The term "caused by an accident" shall be replaced by the term "occurrence".	

Comprehensive Automobile Liability:

i.	Bodily Injury / Property Damage (Combined Single Limit per Accident):	\$1,000,000
ii.	All owned, hired, or non-owned vehicles including the loading or unloading thereof.	
iii.	The term "caused by an accident" if used in bodily injury or property damage coverage shall be replaced by the term "occurrence".	

Additional liability coverage for Owner and Engineer will be provided:

i.	By endorsement as additional insureds on Contractor's General Liability policy.	
----	---	--

- ii. Contractor's general liability carrier shall issue a separate Protective Liability policy covering Owner and Engineer.
(Combined Single Limit): \$1,000,000

Umbrella Liability Insurance in Contractor's name with Owner and Engineer as additional insureds.

- i. Each Occurrence \$5,000,000
Aggregate \$5,000,000
- ii. In addition to the insurance coverage set forth in the contract documents, the

Contractor shall maintain an Umbrella/Excess Liability policy with coverages for the same perils as covered under the primary policies, including any special requirements.

The deductible on the Contractor's Insurance Policy (as outlined above) will not exceed \$5,000.00.

ALL INSURANCE COVERAGE LIMITS PROVIDED THE DISTRICT (OWNER) ARE ON A PER LOCATION AGGREGATE LIMIT BASIS.

All insurance provided to the District (Owner) is primary and non-contributory with any insurance or self-insurance program maintained by the District (Owner).

The Contractor's insurance policies are to be endorsed to the District (Owner) and at least 30 days advanced notice will be given to the District (Owner) of cancellation, material reduction of insurance or non-renewal.

USE OF DISTRICT WATER

The Contractor will be permitted use of District water for this project. However, prior to any water use, the Contractor must first obtain and use a hydrant water meter from the Wasco Sanitary District. This water shall then be trucked to the location where it will be used. The Contractor may be allowed up to a two (2") inch water hose on most hydrants, subject to availability. There will be no charge for any water usage for this project but the water must be metered. A deposit is required for all meters. The Contractor or subcontractor may truck in water at his own expense for any and all use in this project. If water is trucked in, the source of the water must be disclosed to the Engineer.

PROTECTION OF PUBLIC & PRIVATE PROPERTY

The contractor shall exercise reasonable care to protect all existing features within the WWTP and in the public right-of-way scheduled to remain including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property.

Any item damaged due to negligence on private property or in the ROW shall be repaired or replaced in kind by the contractor as directed by the Engineer at no additional cost to the Contract.

PROTECTION OF EXISTING FACILITIES DURING WORK

An extensive drain tile system exists within the boundaries of the project. The existing drainage facilities shall remain functional and flows shall be facilitated during maintenance activities. This consists of flows from offsite areas to the north, west and east. Existing on-site drainage facilities are intended to remain fully functional and off-site flows shall be facilitated and remain unimpeded during maintenance activities.

All drainage structures are to be kept free of any debris resulting from the Contractor's operations. All work and material necessary to prevent accumulation of debris in the drainage structure shall be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from the Contractor's operations shall be removed at the Contractor's expense with no extra compensation. The Contractor and Engineer shall conduct a pre and post-burn survey of all structures within the limit of the project to determine the condition of each structure with respect to debris.

An extensive irrigation system exists within the boundaries of the project. There are 56 head with 15 control/valve boxes at Bergland Field and 27 heads with 13 control/valve boxes at Campton Field. The Contractor shall take the necessary precautions when working near or above existing system to protect it from any damage resulting from his operations. All work and material necessary to repair any existing irrigation system damaged due to non-compliance with this provision shall be provided, as directed by the Engineer, in accordance with Section 550 of the Standard Specifications, at the Contractor's expense, with no extra compensation.

SP-1 PERMIT COORDINATION

DESCRIPTION

The Contractor will procure the burn permit for the project from the Illinois Environmental Protection Agency (IEPA). The Contractor is responsible to notify the Fox River Countryside Fire/Rescue District and the Village of Campton Hills and shall also determine if additional permits are required. The Contractor is responsible to complete any such permit applications and submit on behalf of the District. The Contractor shall provide a copy of all permits to The District prior to commencement of control burning. The contact information is found below:

The Fox River Countryside Fire/Rescue District

40W304 LaFox Rd.
St. Charles, IL 60175
630-584-3473
info@frfr.org

Village of Campton Hills

40W270 LaFox Road, Suite B
Campton Hills, IL 60175
(630) 584-5700

Campton Township Highway District
05N790 Route 47
Maple Park, IL 60151
Phone: 630-365-9300

METHOD OF MEASUREMENT & BASIS OF PAYMENT

This work will not be measured and shall be paid for on a lump sum for PERMIT that includes all work for all permits necessary to perform the work described herein.

SP-2 PRE-BURN FIELD PREPARATION

DESCRIPTION

This work shall consist of all pre-burn activities in the opinion of the contractor necessary to achieve an 80% burn success rate. This could include, but is not limited to, herbicide application, weed whipping, raking, and mowing required to achieve a burn success rate as defined on the Bid Form. The District is interested in reducing as much of the existing biomass as reasonable possible recognizing at some point there is diminishing returns on additional effort. The areas burned will consist of an irrigation field and reservoir berms utilized for the treatment and land application of treated wastewater. The contractor shall be responsible for cutting a burn break large enough to minimize the likelihood of the facilities, including but not limited to valve boxes, operations building, pump controls and irrigation equipment, being damaged. District staff will assist the contractor in locating all the infrastructure within the fields. Attached are Exhibits 1 and 2 that depict approximately 93 acres of the areas to be burned.

SCHEDULE

This work shall be completed by April 15th. This work shall precede the CONTROL BURN 80% activities.

GENERAL REQUIREMENTS

The District is relying on the experience and expertise of the Contractor to identify any and all measures necessary to accomplish the objective of this contract. The Contractor shall identify all measures in the Bid Proposal and shall notify the District of any changes or adjustments necessary prior to starting work or as work commences.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

This work shall not be measured and shall be paid for on a lump sum for PRE-BURN FIELD PREPARATION.

SP-3 CONTROL BURN 80%

DESCRIPTION

This work shall consist of performing a control burn for vegetation removal and shall include all work and materials including but not limited to explosive and regulated drip torch fuel, fire suppression, weed whipping, raking and mowing required to achieve a burn success rate as listed on the Bid Form meaning the percent of the area identified on the bid form in the specified work area identified has been removed and reduced to char and ash. The District is interested in reducing as

much of the existing biomass as reasonable possible recognizing at some point there is diminishing returns on additional effort. Living vegetation or grass matting not charred will be indications of an unsuccessful burn area. The areas burned will consist of an irrigation field and reservoir berms utilized for the treatment and land apply treated wastewater. Attached are Exhibits 1 and 2 that depict approximately 93 acres of the areas to be burned.

PLAN

The contractor shall submit a Burn Plan twenty-one days after execution of the contract with estimated burn success rates identified for each area of the field. The composite burn success rate shall be equivalent, or more than the percentage noted on the Bid Form. The District shall approve the plan prior to any work activities.

SCHEDULE

This work shall be completed by April 30th. This work shall be performed following PRE-BURN FIELD PREPARATION as determined by the contractor to achieve a burn success rate identified on the Bid Form.

GENERAL REQUIREMENTS

The control burn shall be performed under the direction and responsibility of a Certified Prescribed Burn Manager. The control burn shall only be conducted when wind speed is in compliance with the burn permit and relative humidity is above 20%. Burning shall not occur when the wind directions are blowing towards buildings, roadways, especially in the direction of residential homes. Prior to igniting the fire, burnable fuel adjacent to fire sensitive objects shall be removed and/or saturated with water. Firebreaks shall be utilized to stop the fire from burning any non-target areas. Fires shall be controlled using hand tools and water pumps and shall be completely extinguished before leaving the site.

The Contractor shall abide by all local rules and regulations governing open burning including the Kane County Code. Restrictions include but are not limited to the following:

1. Burning is only permitted on sunny warm temperature days between 10:00am and 3:00pm.
2. Burning is not permitted when the wind speed is in excess of that required by the burn permit.
3. Burning is not permitted when it is determined and announced by the Kane County Health Department that inversion conditions or an ozone alert exists.
4. Burning must be supervised until the fire is extinguished.
5. A fire extinguisher or water source shall be available at the burning site.

NOTIFICATION

The Contractor shall notify the District and adjacent land owners within a 300ft radius of the property boundary via an approved, printed and hand delivered burn notice one (1) week prior to the scheduled date and again a maximum of 24 hours in advance of the controlled burn. The Contractor shall also coordinate the date and time with the District and local fire and police departments 48 hours prior to the burn and contact immediately before and after the control burn is conducted. The Contractor shall be solely responsible for these activities.

The burn plan shall contain the following items:

1. Description of burn equipment and manpower to be utilized
2. Notification requirements
3. Public meeting schedule
4. Burn area
5. Fire breaks
6. Burn sequence

The contact information for the local fire and police are found below:

The Fox River Countryside Fire/Rescue District

40W304 LaFox Rd.
St. Charles, IL 60175
630-584-3473
info@frcfr.org

Village of Campton Hills

40W270 LaFox Road, Suite B
Campton Hills, IL 60175
(630) 584-5700

Campton Township Highway District

05N790 Route 47
Maple Park, IL 60151
Phone: 630-365-9300


METHOD OF MEASUREMENT & BASIS OF PAYMENT

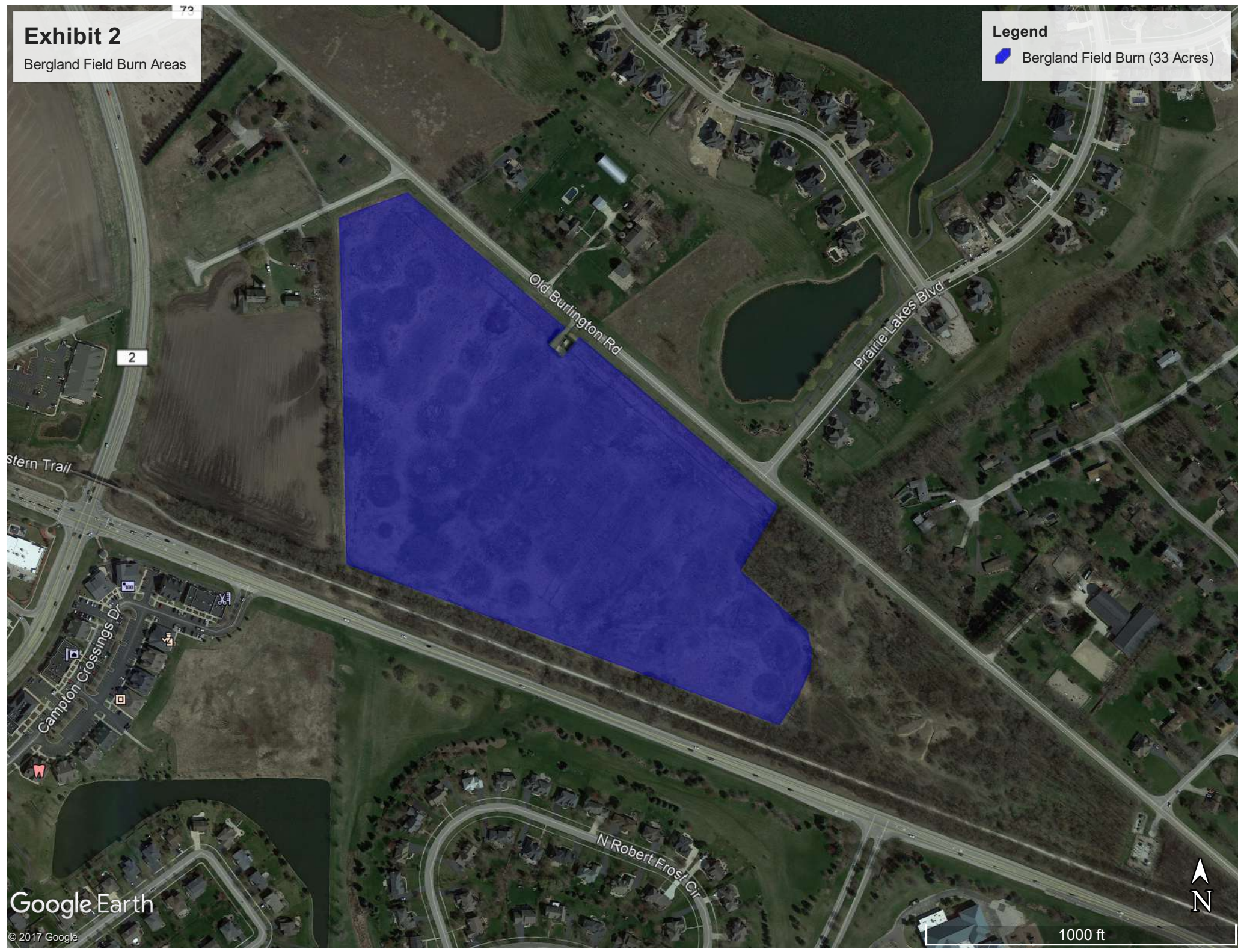
This work shall not be measured but shall be paid for on a lump sum basis for a **CONTROL BURN** of 80% burn success rate. This work shall be determined as complete based on a field observation of the percent identified on the Bid Form within the designated area to be successfully burned. If determined less than the percent of the designate area is successfully burned based on visual estimate no payment shall be made for this item.

Exhibit 2

Bergland Field Burn Areas

Legend

-  Bergland Field Burn (33 Acres)



2

Western Trail

Old Burlington Rd

Prairie Lakes Blvd

Campton Crossings Dr



N Robert Frost Cir



Exhibit 1

Campton Field Burn Areas

Legend

-  Campton Field Burn (50 Acres)
-  Campton Berm Burn (10 Acres)

