

- c. *The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to any contract executed after bid acceptance, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Illinois Prevailing Wage Law or any other federal or state law.*
24. **Bid Information is Public:** *All documents submitted with any bid or proposal shall become public documents and subject to Illinois State Statute 5 ILCS140/, which is otherwise known as the "Illinois Sunshine Law". By submitting any document to the City of Troy in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Troy and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Troy and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Troy arising from any bid opportunity.*
25. **Authorized Product Representation:** *The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*
26. **Regulations:** *It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Illinois, and City rules, regulations, or other requirements, as each may apply.*
27. **Awards:**
- a. *Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*
- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*
28. **Termination of Award:** *Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.*
29. **Budgetary Constraints:** *The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*
30. **Insurance:** *The city shall require all contractors performing public works projects or performing work on city property in connection with a contract or purchase order, to maintain insurance of the types and with limits of liability not less than those set out below at the contractor's expense during the term (including the warranty period) of the purchase order from insurers reasonably acceptable to the city covering items, risks and operations required to fulfill the contract or purchase order.*
- a. *Such policies shall name the City of Troy as an additional named insured with limits of liability.*
- i. **Workers' compensation:** *Insurance that the contractor is obliged by law to carry that covers all of contractor's employees performing work under this purchase order ("worker compensation")*
- ii. **Employer's liability insurance:** *Employer's liability insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Such insurance shall protect the city as an alternate employer against claims asserted against the contractor by the contractor's workers as "borrowed servants," statutory employees or maritime employees ("employer' liability")*
- iii. **Commercial or comprehensive general liability insurance:** *Commercial or comprehensive general liability insurance (to include umbrella insurance policies), including contractual liability coverage, with a minimum limit of \$2,000,000 per occurrence/\$5,000,000 aggregate.*
- iv. **Automobile liability insurance:** *Automobile liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, for all owned and leased vehicles.*

- b. *Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Troy.*
- c. *Subcontracts: In case any or all of this work is sublet, the contractor shall require the subcontractor to procure and maintain the following insurance:*

- i. **Workers' compensation:** *Insurance that the contractor is obliged by law to carry that covers all of contractor's employees performing work under this purchase order ("worker compensation")*
- ii. **Employer's liability insurance:** *Employer's liability insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Such insurance shall protect the city as an alternate employer against claims asserted against the contractor by the contractor's workers as "borrowed servants," statutory employees or maritime employees ("employer' liability")*
- iii. **Commercial or comprehensive general liability insurance:** *Commercial or comprehensive general liability insurance (to include umbrella insurance policies), including contractual liability coverage, with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate.*
- iv. **Automobile liability insurance:** *Automobile liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, for all owned and leased vehicles.*

The contractor shall require any and all subcontractors with whom it enters a contract to perform work on this project to protect the City of Troy through insurance against applicable hazards or risks and shall, upon request from the City, provide evidence of such insurance.

31. **Requirement for Bid Security:** *Bid Security shall be required for all formal Bids, requiring City Council approval, as set forth in the City of Troy's Purchasing Policy, for the purchase of Capital Improvement items, and City projects entailing engineering or construction. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cash, cashier's check or otherwise supplied in a form satisfactory to the City of Troy in an amount equal to 10% of the total amount of the bid. Failure to provide security, as set forth shall result in the City's rejection of bid.*
32. **Withdrawal of Bids:** *After the bids are opened, they shall be irrevocable for the period of up to sixty (60) days from bid opening date. If a bidder is permitted to withdraw its bid before the opening of bids, no action shall be taken against the bidder or the bid security.*
33. **Correction or Withdrawal of Bids:** *Correction or withdrawal of inadvertently erroneous bids after bid opening, or cancellations of awards or contracts based on such bid mistakes shall not be permitted and shall mandate forfeiture of Bid Performance Security to the City of Troy.*
34. **Return of Bid Security:** *The City shall return the security bond to bidders who do not receive the bid. The City shall hold the security bid bond of the awarded bidder until Capital Improvement Project is delivered to the City of Troy or a 100% percent performance bond is issued to the City for awarded contractual services or project construction.*
35. **CONTRACT PERFORMANCE AND BOND PAYMENT:** *When a bid is awarded for contractual services or construction, a bond shall be delivered to the City of Troy and shall become binding on the parties upon the execution of the contract; such bond shall be a performance labor and materials bond satisfactory to the City of Troy, executed by a surety company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the City of Troy, in the amount equal to one hundred percent (100%) of the price specified in the contract. The requirement may be modified upon recommendation of the City Administration, City Council and approved by the City Attorney.*
36. **CONTRACT TERM:** *The term of this contract shall be for the duration and completion of this project.*
37. **COMPLETION TIME:** *The Contractor will be required to commence work under this contract within **Ten (10)** calendar days after the date of receipt by him of the Notice to proceed, to prosecute said work diligently and to complete the work by **May 12th, 2023**. The Contractor is required to provide a sufficient work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress. The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Troy General Conditions and Technical Specifications. The project is not considered completed until final acceptance by the City of Troy.*