



## **INVITATION TO BID**

**BID NO: 26-01**

**BID DOCUMENTS, CONTRACT, AND SPECIFICATIONS**

**2026 CRACK SEALING SERVICES**

**May 28, 2026 – 10:00 AM**

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**Village of Big Rock**

## BIDDER'S CHECKLIST

By submitting this proposal in response to the ITB, Bidder hereby represents, warrants, and certifies that:

- Bidder has carefully examined and read the ITB and all related documents in their entirety;
- Bidder has fully completed all Bid forms, including the Schedule of Prices;
- The person signing the proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract by signing the following:
  - References
  - Affidavit of Compliance
  - Identification of Subcontractors
- Bidder has submitted a certified check or bid bond, as required;
- Bidder has provided copy of IRS Form W-9;
- Bidder has included one original submittal within a sealed envelope with project label firmly affixed; and
- Bidder acknowledges receipt of the following addenda (give number and date of each):  
ADDENDUM NO. \_\_\_\_\_

### PROJECT LABEL

**CUT AND ATTACH LABEL ON OUTSIDE OF SEALED PROPOSAL**



**BID # 26-01**

**2026 CRACK SEALING SERVICES**

**DUE DATE: Thursday, May 28, 2026 AT 10:00 AM**

**CST COMPANY'S LEGAL NAME** \_\_\_\_\_

**COMPANY ADDRESS** \_\_\_\_\_



## **LEGAL NOTICE**

Official notice is hereby given that sealed bids will be received at Village of Big Rock, 7S405 Madison St Big Rock IL 60511 until 10:00 AM. local time on May 28, 2026, at which time they will be publicly opened and read aloud for the following:

### **BID NO: 26-01 2026 CRACK SEALING SERVICES**

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The work shall consist of all necessary equipment and labor to clean and seal cracks, voids, or joints 2" in width or less with asphalt cement reinforced by polypropylene fibers, to be performed throughout the Village.

Plans, specifications and bid forms may be obtained online at the Village's website here: <https://www.villageofbigrock.us>. Any addenda issued for this bid will be issued and posted on at the Village's website on, or before, **3 days prior** to the bid opening at 10:00 AM on May 28, 2026. It is the bidder's responsibility to check at the Village's website or for any issued addenda.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Village of Big Rock for not less than five percent of the bid amount. No proposals or bids will be considered unless accompanied by such bond or check.

**All work under this Contract is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.** A prevailing wage determination has been made by the Illinois Department of Labor for public works projects in Kane County and can be accessed by computer at: <http://labor.illinois.gov/>.

The Village of Big Rock reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any bidder against the Village of Big Rock.

The contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

Dated: May 11, 2026

<b>Bidding Schedule</b>	
Bid Release	May 11, 2026
Bids Due	May 28, 2026

## 2026 CRACK SEALING SERVICES

### BID FORM - SCHEDULE OF PRICES

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Village of Big Rock  
 7S405 Madison Street  
 Big Rock IL 60511

**SUBMISSION INFORMATION: BID**  
**OPENING DATE: May 28, 2026**  
**TIME: 10:00 AM**  
**LOCATION: Village Hall**  
**COPIES: One original**

### CONTRACTOR INFORMATION

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_

### I. BASE BID ITEMS – For 2026 Construction

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1		
2	POUND for CRACK SEALING ASPHALT PAVEMENT.	POUND	20,000		
				<b>Total</b>	

Each bid must be placed in a sealed envelope with the Project Label and addressed to the Village of Big Rock, 7S405 Madison St Big Rock IL 60511 It is the sole responsibility of the bidder to see that its bid is received in proper time. Oral bids or oral modifications to bids will not be considered. **No faxed or e-mail bid or modification of a bid will be considered.** The Village is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.

Bidder acknowledges receipt of the following addenda (give number and date of each):

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

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The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation.

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

Authorized Signature: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

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

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

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

E-mail \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

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### **1. INTENT**

It is the intent of the Village of Big Rock to bid crack sealing services and award these services to a single contractor ("Contractor").

### **2. BID PRICE**

Contractor should submit pricing for the base bid items and supplemental unit prices in accordance with the bid form (or a lump sum price if indicated on the bid form). Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the work. An exemption certificate will be furnished by the Village upon request of the bidder.

The Village reserves the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the Village. The statement of quantities is based upon the best information available at the time of bidding, and the actual units constructed may deviate from those listed in the statement of quantities.

### **3. SECURITY GUARANTEE**

Each bidder shall submit a bid bond, certified or cashier's check in the amount of 5% to the Village to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. After the bid submittals have been inspected, the Village of Big Rock will return the bonds of all except the three lowest responsible bidders. When the Contract with the successful bidder is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until both a payment bond and performance bond have been executed and approved, after which time it will be returned.

**Any bid not complying with the bid security requirement will be rejected as non-responsive.**

### **4. VOLUME/ESTIMATED QUANTITY**

The quantities indicated are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This Contract shall cover the Village's requirements whether for more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities or add or delete locations during the term of the Contract, whatever is deemed to be in the best interest of the Village. Payment will be rendered based upon the awarded unit cost times the units installed. No additional compensation will be provided for variation from the estimated units listed in the statement of quantities.

### **5. AWARD**

Award shall be made to the lowest responsive and responsible bidder as determined by the Village. In considering the bidder's responsibility, the Village may evaluate, among other factors, the ability of the bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the specifications, serviceability, quality, and the financial capability of the

bidder, and the performance of the bidder on other projects.

**The apparent low bidder shall be determined by the Village by totaling the base bid provided.**

The Village reserves the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village of Big Rock further reserves the right to reject any or all bids.

The Village shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Village; no other act by the Village shall constitute the acceptance of a bid. The acceptance of a bid by the Village shall bind the successful bidder to execute and perform the work of the Contract. The successful bidder to whom the Contract is awarded by the Village shall sign and deliver to the Village for execution by the Village all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to it of the Contract for signature. In case the bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Village. The Village may thereupon re-advertise or otherwise award said Contract and forfeit the bid security.

The Invitation to Bids, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Forms, Addenda, if any, Contractor's Affidavit of Compliance, comprise the Bid Documents. The Bid Documents, together the Contract between Owner and Contractor for the **2026 Crack Sealing Services** substantially in the same form included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

**6. TERM**

No work shall be undertaken prior to the Village's approval and execution of the Contract, the Village's receipt of contractor's certificate of insurance and bonds as required by the Contract Documents, and the issuance of a Notice to Proceed and purchase order.

The term of the contract may be extended by the Village upon mutual written consent by the Village and the Contractor. Failure to complete Work within this stipulated time period may result in cancellation of all or the remaining portion of the Contract and re-award to an alternative contractor without penalty to the Village in the event it is demonstrated that the Contractor has failed to properly staff the project or has insufficient personnel, equipment, or materials to complete Work in a timely and professional manner.

**7. CONTRACT BONDS**

The successful contractor shall furnish to the Village, within 10 calendar days after being notified of the acceptance of the bid:

7.1 A Performance Bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100% of the contract sum.

7.2 A Payment Bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the contractor or subcontractors for the performance of work provided for in the Contract, in an amount equal to 100% of the contract sum.

7.3 Documents required by this section must be received and approved by the Village before a Contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings. Said bonds shall guarantee the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of work. The bidder and all subcontractors shall name the Village as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful bidder to supply the required bonds within ten (10) days after award of the bid, shall constitute a default, and the Village may either award the Contract to the next responsible bidder, or re-advertise for bids. In the event of a default, the Village need not return the defaulting bidder's bid surety and may charge against the defaulting bidder for the full difference between the amount for the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting bidder's bid surety, provided that the Village's retention of the bid guarantee shall not preclude the Village from holding the bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the Village, including reasonable attorneys' fees, arising from the bidder's failure to enter into said Contract and to deliver the same back to the Village within said ten (10) day period.

## **8. MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of the Village Board.

## **9. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST**

The Village's Code of Ethics and state law prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses,

parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village require all bidders to investigate whether a potential or actual conflict of interest exists between the bidders and the Village, their officials, and/or employees. If a bidder discovers a potential or actual conflict of interest, the bidder must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Village to take appropriate measures to ensure the fairness of the bidding process.

The Village of Big Rock requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

#### **11. DOCUMENT OBTAINED FROM OTHER SOURCES**

The Village of Big Rock is the only official source for bid packages and supporting materials. Bid documents can be retrieved from the Village's website here: <https://www.villageofbigrock.us>. Utilizing these sources are the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Big Rock cannot ensure that bidders who obtain bid packages from sources other than the Village's website will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Village' discretion, be rejected as non-responsive and/or their bid disqualified.

#### **12. PREVAILING WAGE**

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check the applicable prevailing wage rate at the time of bid submission and at the time of performance of the work. These rates can be accessed at the State of Illinois – Department of Labor (IDOL) website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> Contractors/subcontractors must use the most current Kane County rate. IDOL revises the prevailing wage rates and the contractor or subcontractor has an obligation to check IDOL's website for revisions to prevailing wage rates throughout the duration of this Contract. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the Contract, the obligation to determine periodic revisions of

the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Prevailing Wage Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

### **13. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**

The successful bidder must be qualified to perform the work under the Contract and each bidder must demonstrate the experience to provide services required in accordance with the bid specifications, which shall include but not be limited to the following criteria:

- Compliance with specifications;
- Past performance on projects for the Village;
- Compliance with bid submission requirements;
- Current work in progress;
- Current disputes and litigation;
- References; and
- Any other criteria as determined by the Village

The contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

On the Contractor Reference form provided herein, each bidder must provide at least three (3) projects the bidder has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

If requested by the Village, the bidder must present within three working days, satisfactory evidence of its ability and possession of the necessary labor, facilities, experience, financial resources, adequate insurance to comply with the terms of the Contract Documents, and such other information the Village requires to verify the bidder's qualifications and financial status.

### **14. SUBCONTRACTORS**

If any bidder submitting a bid intends on subcontracting out all or any portion of the engagement, the **name of the proposed subcontracting firm(s) must be submitted and approved to the Village prior to commencing any work.**

In the event the contractor requires a change of the subcontractor(s) identified, a written request from the contractor and prior written approval from the Village is required.

**Failure to identify subcontractors as required by this section could result in disqualification.**

### **15. UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Alternate Bid Items may be rejected. An unbalanced bid is one which is based on prices that are significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Big Rock will review all unit prices submitted by a bidder and will decide whether any of

the unit prices are excessively above or below a reasonable cost analysis value determined by the Village.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the Village reserves the right to reject such bid in its sole discretion.

#### **16. OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the work at no additional cost to the Village, even though not specifically detailed or mentioned.

ANY and ALL changes to these specifications are valid only if they are included by written addendum to all bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally; the Village accepts no responsibility for any other claimed interpretations or communications. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

**ADDENDA:** It shall be the responsibility of each interested bidder in the Project to check the Village's website or Demandstar.com for any addenda issued to this bid. **If issued, addenda will be issued no later than 3 days prior to bid opening.** It is the responsibility of each bidder to verify that it has received all addenda prior to submitting a bid. It is also the responsibility of each bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the bidder's bid are familiar with the Bid Documents in their entirety, including all addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last addendum such that an interpretation cannot be issued by the Village prior to bidding, the bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated work so as to provide all materials, equipment, labor, and services necessary for the completion of the work in accordance with the Bid Documents

#### **18. SUBSTITUTIONS DURING BIDDING**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval for the proposed substitution by submitting the request and any additional information as required by these Instruction to Bidders and the Specifications to the Village at least seven (7) business days prior to

the bid opening.

Additionally, bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The bidder, in submitting the request for substitution, waives the right to additional payment or an extension of contract time because of the failure of the substitute to perform as represented in the request for substitution.

The Village may request additional information or documentation necessary for evaluation of the request for substitution. The Village will notify all bidders of acceptance of the proposed substitute by means of an addendum to the Bid Documents. The Village's approval of a substitute during bidding does not relieve the contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Village will be considered non-responsive and rejected. The Village reserves the right to determine whether a substituted selection, in their judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

#### **19. RESERVATION OF RIGHTS**

The Village may accept the bid of, and award the Contract for the work to, the lowest responsive and responsible bidder as determined by and in the sole discretion of the Village.

The Village reserves the right to accept the bidder's bid that is, in Village's judgement, the best and most favorable to the interests of the Village and the public; to reject only certain bids which are non-responsive or non-conforming to the Bid Documents; to accept only a portion, part or specific items of a bidder's bid and reject other items, as the Village determines to be in its best interest; to reject any and all bids ; to accept and incorporate corrections, clarifications or modifications following the opening of the bids when to do so would not, in Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder or violate applicable law; and to waive irregularities, technicalities or informalities in the bidding process or in any bid submitted in accordance with applicable law; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and bidders should not rely upon, or anticipate, such waivers in submitting the bidder's bid. The enforcement of this Reservation of Rights by one or more of the Village shall not be considered an alteration of the bids.

In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that bidder on its submitted bid form. The successful bidder so selected may not refuse to enter into a Contract with the Village on the basis that the Village awarded a Contract for less than all portions or items of the work specified in the Bid Documents.

#### **20. RESPONSIVE BID**

A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in this document." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

Bidders shall promptly notify the Village of Big Rock of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid. By submitting a bid, Bidder indicates that all considerations issued by addendum are incorporated in the bid.

**Failure of a bidder to complete/submit all required forms with its bid shall be the basis for immediate rejection of that bidder's bid.**

## **21. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

Each bidder shall visit the site(s) of the proposed work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Village and written clarification requested prior to submission of a bid.

The failure or omission of any bidder to obtain, receive or examine any form, instrument, or information or to visit the project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any bidder from any obligations with respect to his bid. By submitting a bid, the bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

## **22. WITHDRAWAL OF BID**

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

## **GENERAL CONDITIONS OF THE CONTRACT**

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For purposes of the Contract, the following definitions shall apply:

- a) the term "Work" shall mean all of the Contractor's duties under the Contract Documents, including the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project;
- b) the term "Contractor" is the person or entity awarded the Contract. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor is an independent contractor, and shall not be deemed an agent of the Village for any reason.

### **1. PERFORMANCE OF WORK**

- 1.1 Contractor shall perform all Work in a good and workmanlike manner. Contractor shall maintain sufficient staff and crews to perform all Work in an expeditious manner consistent with the interests of the Village. Contractor shall promptly notify the Village immediately in writing: (i) of any information required from the Village and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by the Village required for the project that is not included in the scope of Work reflected in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees. Contractor shall keep all documents and information related to the project confidential and, except as required by law, shall not disclose such documents or information to any person or other party except the employees of Contractor and its subcontractors who need such documents or information to perform the Work and complete the project.
- 1.2 Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Village and shall not unreasonably encumber the project site with such materials. The project site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.
- 1.3 Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation. The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, or other equipment to insure against damage to said utility installation. The cost to repair and replace any new or

existing utilities damaged will be paid for by the Contractor.

1.4 If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Village of the condition in writing. The Village shall then issue written directions. Contractor shall not proceed with the Work until the Village has issued written directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Village.

## **2. INSURANCE**

The Contractor shall maintain for the duration of the Contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

2.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

2.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

2.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit \$ 2,000,000

Bodily Injury and property damage, combined single limit each occurrence \$ 1,000,000

2.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of Contractor's, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit \$ 1,000,000

- 2.5 **Umbrella Coverage** in the sum of \$2,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability.
- 2.6 Contractor agrees that with respect to the above required insurance:
- 2.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;
- 2.6.2 To provide separate endorsements: to name **the Village** its elected and appointed officials, employees and agents as additional insured as their interest may appear, and; to provide thirty days' notice, in writing, of cancellation or material change.
- 2.6.3 The Contractor's insurance shall be primary in the event of a claim and the Village's insurance shall not contribute to it.
- 2.6.5 An original **Certificate of Insurance** will be furnished as evidence of the required coverage with the bid and/or with executed contract and before work commences. *The Village (Village's name inserted), and their respective elected and appointed officials, employees, agents, consultants (Consultant's name inserted), attorneys and representatives, shall be included as Additional Insured on a primary and non-contributory basis on all liability policies for the duration of the contract term. Additional insured status shall be effectuated by the appropriate original endorsement signed by a person authorized by the insurer to bind coverage on its behalf*
- 2.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this Contract, each Village may purchase such insurance coverages and charge the expense thereof to the Contractor.

### 3. INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend the Village of Big Rock, and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives (collectively, "Village Indemnitees") and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, costs and expenses; including court costs and attorneys' fees and expenses for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the Work covered by this Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Village. The foregoing indemnity shall apply except if such injury is caused solely by the willful and wanton conduct of Village, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. Contractor shall similarly indemnify, save harmless and defend the Village indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

#### **4. BONDS**

In accordance with the Instructions to Bidders, Contractor shall deposit with the Village before commencing any Work, a performance bond and a payment bond for 100% of the Contract Sum, guaranteeing the faithful performance of the Work in accordance with the Contract Documents, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work.

Whenever Contractor shall be and is declared by the Village to be in default under the Contract, the surety and the Contractor are each responsible to make full payment to the Village for any and all extra work incurred by the Contract as a result of the Contractor's default and to pay to the Village all attorneys' fees and court costs incurred by the Village as a result of the Contractor's default, and in protecting the Village's rights under the Contract Documents to remedy the Contractor's default.

#### **5. CHANGE IN STATUS**

The Contractor shall notify each Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% Ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The Village shall have the option to terminate its Contract with the Contractor immediately on written notice based on any such change in status.

#### **6. CHANGE ORDERS**

For purposes of this section, the "Contract Sum" is amount stated in the Contract, including authorized adjustments, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

The Village believes that the project is fully defined in the Contract Documents and that change orders will not be necessary. However, in the event that a change order is required after execution of the Contract, the Village may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and contract time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by the Village and Contractor ("Change Order"). Upon issuance of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order. Contractor shall be solely responsible for the cost of additional work and materials under any Change Order resulting from Contractor's negligent act or omission or failure to perform the Work in accordance with the Contract Documents. All Change Orders and alternative suggestions must be approved by the Village prior to execution.

6.1 Change Orders shall comply with 720 ILCS 5/33E-9.

6.2 Detailed written requests for Change Orders must be submitted to the Village's representative on the form provided by the Village. Request furnished in any other format or lacking sufficient information will be rejected. In order to facilitate review of quotations for extras or credits, all requests for Change Orders shall be accompanied by a complete itemization of costs

including labor, materials and subcontracts. Where major cost items are subcontracts, they shall also be itemized. Requests will be reviewed by the affected Village's representative or other authorized agent.

- 6.3 Each written request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset any Change Order increase requested or a written certification stating that the Contractor has reviewed the Work to be performed and cannot identify areas where costs can be reduced.
- 6.4 No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or change in the contract time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. In the event Contractor has a claim for an increase in the Contract Sum or time to complete the Work, Contractor shall provide written notice to the Village before proceeding to execute the Work. Contractor shall not perform such Work associated with the claim until approved by written Change Order by the Village. Accordingly, no course of conduct or dealing between the Parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Village has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the contract time.
- 6.5 No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Village. This requirement cannot be waived by conduct, custom, or practice with respect to this project or other projects. There shall be no implied or constructive change orders.
- 6.6 Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Village and provided in Contractor's Proposal, shall be made as follows:
  - 6.6.1. In the manner agreed to by the Village and Contractor, or in the absence of agreement then the combined allowance for overhead and profit in connection with changes to the Work shall be the lesser of the amount, if any, included in the Contractor's Proposal, or the following:
    - (a) five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving subcontractors, or
    - (b) five percent (5%) of the cost of the change in the Work involved performed by subcontractors, plus two percent (2%) of the cost of the change in the Work for the Contractor's supervision of the work performed by the subcontractors. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 6.7 Overtime, if and when specifically authorized in advance in writing by the Village shall be paid by the Village on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient work force so as to achieve completion of the Work

within the time and in the manner contemplated by the Contract Documents or otherwise due to the fault of the Contractor. In such instances if the Village requires the Contractor to perform Work on an overtime basis, all costs for and associates with such overtime shall be borne by the Contractor.

## **7. INVOICES, PAYMENTS, AND QUANTITIES**

The Contractor shall submit invoices detailing the services provided directly to the Village referencing the appropriate purchase order number. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

8. Invoices shall be emailed to:

**Treasurer@villageofbigrock.us**

9.

All payments may be subject to deduction or set off by reason of any failure of Contractor to perform under this Contract. Contractor for itself, and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Village's funds for or on account of any Work furnished under this Contract. Prior to the payment of the Work, Contractor shall provide: a) a partial or final waiver of lien, as applicable, from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23 ), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Village a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Village to indemnify the Village against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Village all money that the Village may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment. Final payment by the Village shall not relieve Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

## **10. PRECEDENCE**

The order of precedence of the contract shall be as follows:

1. Modifications to the Contract, if any,
2. Addenda if any,
3. Project Specific or Special Conditions,,
4. Project General Conditions,
5. Plans or Drawings,
6. Instructions to Bidders

The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Village.

In addition, in the case of a conflict between any term or provision contained in the Contract Documents which cannot be resolved by the order of precedence set forth above, the term or condition that is more stringent and/or specific shall govern and apply.

#### **9. JURISDICTION, VENUE, CHOICE OF LAW**

This Contract shall be governed by and construed according to the laws of the State of Illinois. Any suit or action arising under this Contract shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

#### **10. NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the Village, on one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with one or more of said terms or conditions.

#### **11. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

#### **12. TERMINATION**

The Village reserves the right to terminate this Contract, or any part of this contract, upon seven days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for Work properly completed to date in accordance with the terms and conditions of this Contract Documents.

In the event that this Contract is terminated due to Contractor's breach or default: a) the Village shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Village shall deduct from payments due to the Contractor the cost of correcting any deficiencies; and c) the Village shall be entitled to purchase substitute items and/or services elsewhere and the Contractor shall be liable to the Village for the increased costs of obtaining such substitute items and/or services and any or all losses incurred, including attorneys' fees and expenses.

#### **13. AUDIT/ACCESS TO RECORDS**

The Contractor may be audited by the Village or an agent of the Village. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the Village or other parties which in the Village's opinion requires information.

Data, information, and documentation will include, but not be limited to, original estimate files, Change Order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files. The Contractor shall maintain records showing actual time devoted and costs and expenses incurred in connection with the Work performed under this Contract and shall permit the authorized representative of the Village to inspect, audit and make copies of all data and records of the Contractor for the Work done under this Contract. All such records shall be clearly identifiable. The records shall be made available to the Village during normal business hours during the Contract period, and for three years after the termination of the Contract.

#### **14. GUARANTEE**

The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of the Specifications, including without limitation the performance standards set forth in; and 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 the Village.

The Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within one year after final payment or such longer period as may be prescribed in the performance standards set forth 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 relates only to the specific obligation of the Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that the Contractor has under this Contract. Said guarantee period shall begin upon final acceptance of all improvements by the Village.

#### **15. COMPLIANCE WITH FREEDOM OF INFORMATION ACT**

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this Contract. As a condition of this Contract, Contractor agrees to and shall provide to the Village copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office no later than three working days after the date of the Village's direction to provide such documents. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within three (3) days after the Village issues notice of a request.

#### **16. COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)**

In compliance with National Pollutant Discharge Elimination System (NPDES) and ILR40 permit requirements, every Contractor hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their

employees to prevent and reduce storm water pollution from their activities.

#### **17. PERMITS**

The Contractor is responsible for obtaining all permits needed for working in the Village of Big Rock, county, state, or railroad rights-of-way. This includes any permit for the movement of overweight or oversize vehicles. The cost for obtaining permits is incidental to the Contract.

#### **18. VILLAGE'S RIGHT TO CORRECT THE WORK**

If Contractor defaults or neglects to carry out the Work in accordance with this Contract and fails within a seven (7) day period after receipt of written notice from the Village to commence and continue correction of such default or neglect with diligence and promptness, the Village may, without prejudice to other remedies the Village may have, correct such deficiencies. In such case, the Village shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Village for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Village.

The rights and remedies of the Village stated in this Contract shall be in addition to and not in limitation of, any other rights of the Village granted at law or in equity.

#### **19. DELAYS**

In the event the Work is delayed due to a cause beyond the reasonable control of Contractor, including strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, pandemic outbreaks, or government orders, Contractor shall not be liable for any damages caused by such delays, shortages, or disruptions and, provided that Contractor is in compliance with all other relevant provisions of this Contract, the contract time shall be extended for such reasonable time as the Village may determine; provided, however, that such extension of contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Village to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any such extension of contract time pursuant to this section shall be reduced to a Change Order. Extension of contract time pursuant to this section shall be the Contractor's sole and exclusive remedy for delay.

#### **20. CLEANING UP**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the Village may do so and the cost thereof shall be charged to the Contractor.

#### **21. SAFETY OF PERSONS AND PROPERTY.**

The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- i) Employees engaged in the Work, Village employees and patrons and other persons who may be affected thereby; and
- ii) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall promptly remedy damage and loss to Village property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The Village reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Village for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Village.

## **22. COMPLIANCE WITH LAWS AND PERMITS**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Contract. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Contract.

## **23. SUBCONTRACTS**

Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Village is an intended third-party beneficiary of such subcontract and that the Village shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the Contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Village.

## **PROJECT TECHNICAL SPECIFICATIONS**

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### **1. SCOPE OF WORK**

The Village of Big Rock requests bids for crack sealing services. The work shall consist of all necessary equipment and labor for cleaning and sealing of any cracks, voids or joints 2" (50 mm) in width or less with asphalt cement reinforced by polypropylene fibers. The work will be performed on various Village streets as indicated in these specifications and as directed by the Project Representative.

### **2. MATERIALS - SERVICES - INFORMATION TO BE PROVIDED BY THE VILLAGE**

The locations for the crack filling services will be provided in advance of the work being scheduled.

### **3. SCHEDULING OF WORK**

The Contractor shall perform the Work within the construction hours allowed by Village ordinance. The Village may prohibit the Contractor from working on weekends or holidays.

The Contractor shall establish a general schedule for the completion of the Work outlined by this Contract. The schedule shall be submitted to the Village Representative (or his/her designee) at the commencement of the Contract and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished.

The Contractor shall provide a satisfactory progress schedule, which will show the proposed sequence of Work, and how the Contractor proposes to complete the various items of Work within the number of working days allowed per the Contract.

The Contractor shall notify the Village no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the DuPage County Highway Department or any other affected agency prior to the start of any Work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any Work which will affect access to private property. The duration of private property impacts shall not exceed seven calendar days unless agreed to by the property owner and the Village Representative (or his/her designee).

### **4. CONTRACT TERM AND COMPLETION DATES**

The Contractor shall complete the Work by June 22, 2026 after Village's issuance of the Notice to Proceed (the "Commencement Date"), provided Contractor has furnished to the Village all bonds and all insurance certificates specified in this Contract. The completion date may be extended by the Village upon mutual written consent by the Village and the Contractor.

Failure to complete Work within this stipulated time period may result in cancellation of all or the remaining portion of the Contract and re-award to an alternative contractor without penalty to the Village in the event it is demonstrated that the Contractor has failed to properly staff the project or has insufficient personnel, equipment, or materials to complete Work in a timely and

professional manner. Time for completion may be extended at the sole option of the Village.

Contractor understands that time is of the essence. Contractor agrees that if it does not achieve substantial completion by the date required, the Village will sustain damages which will be very difficult, if not impossible, to calculate and/or determine. Contractor agrees that, at a minimum, the Village will sustain damages in the amount as shown in the schedule contained in Article 108.09 of Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 for each working of delay in achieving completion of the Work and agrees to become liable for damages in the amount as determined from the Schedule in Article 108.09 of the IDOT Specifications per day for each working completion is delayed.

The aforementioned damages are agreed upon liquidated damages and shall not be construed by any party to be a penalty. Any liquidated damages owed the Village may be deducted from any payments due to the Contractor. If the deduction does not satisfy the full extent of the Contractor's liquidated damage obligation, then the Contractor shall pay the difference to the Village. The parties further agree that these liquidated damages represent the minimum damage the Village will sustain for each calendar day of delay in substantial completing and/or final completion of the Work.

Substantial completion shall be achieved when the Village or its agent certifies that the Work has been properly completed in accordance with the Contract Documents so that the Village can fully occupy and fully utilize the Work for its intended use and provide to the public all the benefits of the project.

#### **5. CONTRACTOR'S PERSONNEL**

While working for the Village, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

#### **6. INSPECTION – TESTING - REJECTING**

The Village 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 Village's Representative or his/her designee, defective or damaged or that in any way fails to conform strictly to the requirements of the Specifications. The Village, without limiting its other rights or remedies, may require correction or replacement at the 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. Work so rejected may be returned or held at Contractors expense and risk.

The Village may contract with a separate materials testing firm to perform materials testing if it

is in the best interest of the Village. If testing performed by the Village results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Specifications. The corrective action must be approved by the Project Representative (or his/her designee). The Village, at its own discretion, may require unsatisfactory material to be removed and replaced at no additional cost to the Village.

The Contractor shall provide the Village with letters of certification from each supplier that all materials used in the project comply with the Standard Specifications and Special Provisions indicated. Final payment will not be made until all letters of certification have been received.

## **7. CONTRACTOR SUBMITTALS**

- 7.1 Prior to beginning Work, the Contractor shall provide a list of contacts including the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24 hours a day, 7 days a week.
- 7.2 Following the award of the Contract and prior to starting Work, the Contractor shall furnish to the Village a construction progress schedule or critical path schedule satisfactory to the Village Representative (or his/her designee) which shall show the proposed sequence of Work and how the Contractor proposes to complete the Work prior to the completion date(s) specified in Section 5 of these Technical Specifications.

## **8. SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, Adopted January 1, 2022; “Manual on Uniform Traffic Control Devices for Streets and Highways”, latest edition; “Manual of Test Procedures of Materials”, latest edition in effect on the date of invitation of bids; and Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in, which apply to and govern the construction of the 2024 Crack Sealing Services. In case of conflict with any part, or parts, of said Specifications, the said Special Provision shall take precedence and shall govern.

## **9. PRE-QUALIFICATION**

Each bidder must have a Certificate of Eligibility provided by the Illinois Department of Transportation in the following category:

006 – Clean and Seal Cracks/Joints

## **10. PRE-CONSTRUCTION MEETING**

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit his progress schedule at or before this meeting. In attendance shall be the Contractor’s representative on the job, i.e. Construction Superintendent or Foreman. On or before this meeting, the Contractor shall inspect the work site to determine the existing conditions.

1. Purpose – To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance – Village representatives of other Village departments, Contractor, utility company representatives, if utility work or adjustments are required. Also, any other person as may be deemed necessary.
3. Specification information regarding source of materials, who is responsible for testing of materials, what, if any, work will be sublet, responsibility for maintaining traffic or detours, and any other problems relating to the work are to be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Emergency contact persons and 24 hour a day phone numbers shall be listed.

#### **11. DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIAL**

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, grindings, concrete, stone, dirt or debris generated in the course of the work. The Contractor shall load the removed pieces of curb and gutter, sidewalk, driveway and street pavements, etc., directly onto trucks, haul it away and dispose of it. The temporary storing of excavated materials on the parkways, and rehandling them later for disposal will not be allowed due to additional damage caused to parkways, root systems or trees, and existing equipment and conditions. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated material.

#### **12. PAYMENT FOR COMPLETED WORK**

Payments shall be subject to retainage by the Village and must be accompanied with:

Affidavit of Payment Obligations from the general contractor detailing the amounts due for the specific portions of the progress payment.

Waiver of Lien to Date from the general contractor in the amount of the progress payment.

Waiver of Lien to Date from each subcontractor, suppliers and material men listed in the

general contractor's affidavit current to the extent and value of the work reported in the previous payment request.

Prior to the Final Payment, the Contractor shall also provide Final Waiver of Lien for his Company, all subcontractors, suppliers and materialmen.

### **13. NOTICE**

A minimum of 48 hours' notice shall be given to the Village prior to starting work or restarting work after some absence of work for any reason.

### **14 NOISE LIMITATION**

Equipment and trucks shall not be operated or started before 7:00 a.m. Monday – Friday and 8:00 a.m. Saturday unless authorized at the sole discretion of the Village.

### **15. SITE CONDITION AND CLEAN-UP**

The Contractor shall not store any materials or equipment on the roadway for any extended period of time. When directed by the Village, the contractor shall move any materials or equipment if and when it becomes necessary at the contractors own expense.

The Contractor shall have control over his employees' parking of automobiles on the site. The Contractor shall keep the site neat and shall cleanup any debris when directed to do so by the Village. Upon completion of the improvement each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village.

### **16. TRAFFIC FLOW AND PEDESTRIAN ACCESS**

All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior written approval from the Village. All construction work shall be done such that continuous access to schools or business parking lots is maintained, although it may be restricted to one lane with proper barricading.

Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.

Access to residential property may be curtailed during the hours of 7:00 a.m. to 5:00 p.m. local time only when necessitated by work in progress immediately adjacent to driveways. The Contractor shall notify all affected residents, to the satisfaction of the Village, prior to removal of any such access.

However, in all cases, total access must be restored to all types of properties over weekends and legal holidays (5:00 p.m. local time Friday to 7:00 a.m. local time Monday, or until 7:00 a.m. local time the day following a legal holiday). For the purpose of this special provision the term "total access" shall be defined as the placement of compacted courses aggregate or other material approved by the Engineer to points not less than three (3) feet beyond each side of driveways such that vehicular travel is maintained. The costs for supplying and placing

materials and for maintaining total access shall be included in the costs of the contract unit prices.

#### **17. SITE PREPARATION AND STREET SWEEPING**

At locations where excessive dust, dirt, debris or vegetation is located within a crack that is to be filled, the contractor shall remove all debris and vegetation to the satisfaction of the Village. The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition directly before crackfilling. All preparation, mechanical sweeping, hand brooming and clean up as may be required prior to application of crackfiller will be considered incidental in cost to the contract.

#### **18. JOINT SEAL; FIBER ASPHALT**

This item of work shall consist of furnishing all labor, equipment, and materials for cleaning and waterproofing miscellaneous cracks and transverse, longitudinal using asphalt reinforced with polypropylene fiber. The contractor shall not install crack fill material over existing pavement markings.

Materials:

The joint/crack sealant shall consist of a mixture of 7.0% minimum by weight polypropylene fibers with liquid asphalt cement. The use of ready-mixed fiberized asphalt blocks shall not be permitted. The asphalt cement shall be PG 64-22 conforming to AASHTO M-226 with a penetration range of 60 to 100.

Fibers shall be short cut polypropylene fibers, and a certificate from the supplier showing that the fibers meet the physical properties listed below shall be required.

Length:	10+/- 2mm
Denier:	15+/- 1
Crimps:	None
Tensile Strength:	300mpa (40,000 psi), minimum
Specific Gravity:	0.91 (typical)
Moisture Regain @ 70° F and 65% RH:	0.1% (typical)

#### **19. PREPARATION OF MIXTURE**

The sealant materials shall be combined in an oil jacketed double wall kettle (minimum 1350L (350 Gal. Capacity) equipped with an agitator (reversing rotary auger action), separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2" (50mm) hot asphalt pump and a recirculating pump to circulate the oil bath. Operating temperature in the kettle should be 225-285°F (124-141° C), and should never exceed 290° F (143°C) as the fibers will melt into the asphalt cement. At the time of placement of the mixture, the surfaces to be sealed shall be dry, and the ambient temperature shall be above 40°F (4° C), and less than 85° F (29° C). If work is in progress and the ambient temperature reaches 29° C (85° F), the work must stop.

#### **20. CONSTRUCTION METHODS**

Any cracks, voids or joints less than 2" (50mm) in width shall be filled and sealed as described hereafter. Any cracks and joints greater than 2" (50mm) shall not be sealed without the approval of the Village.

The crackfill membrane shall be applied only when the joints and cracks and adjacent pavement surfaces are dry and free of dirt, vegetation, debris and loose sealant. Physical routing of cracks to provide a square cut reservoir will generally not be required. All cracks and joints to be sealed shall be cleaned by air blasting, hand tools, wire wheel, and/or by other methods approved by the Engineer to remove all foreign material for proper bonding of the sealant. The sealing material shall be applied to form a water-proofing, stress absorbing membrane centered within 1" (25mm) of the crack or joint.

The mixture shall be installed under high pressure 100° PSI (689 kPa) directly into and over the crack or joint. The crack shall be completely filled to its full depth and a membrane 1/8 ± 1/16 inch (3.18mm ±1.59mm) thick by 3" (76mm) wide (nominal measurements) shall be formed on the surface of the pavement.

The thickness shall not exceed 3/16 inch or be less than 1/16 inch in depth. A payment deduction will be applied if the average thickness is more than the acceptable maximum. The payment shall be paid for at the ratio of the average actual thickness to the acceptable maximum thickness applied to be unit bid for the item. The Village will require one test section per 1000 lineal feet completed, section to be selected by the Village. A piece of steel bar stock will be laid across the membrane and the thickness measured before opening to traffic. Thickness requirements will be averaged for the work accepted and completed at the end of each day. The Contractor is strongly cautioned on excessive use of material in either thickness or location.

Before opening to traffic, all materials placed shall be rolled with a driveway roller. If necessary, due to tackiness, the fresh crack seal shall be sprayed with a wetting agent. Traffic shall not be allowed on the sealant until properly cured. The sealant shall be dusted with fine aggregate (FA-6 if the ambient temperature is greater than 75°F (24°C), and it is necessary to open the road immediately.) Fine aggregate (FA-6) is a separate pay item.

Quality Control: The sealant manufacturer's technical representative shall be notified by the Contractor and shall be responsible for product quality. The manufacturer's representative shall be present at a minimum of 25% of the total time to complete the job and 100% during the initial installation. Operations and procedures which are considered by the representative as being detrimental to the effectiveness of the sealant will not be permitted. The sealant material shall be placed with special care such that the material does not come into contact with any manhole, appurtenance frame, lid or any thermoplastic pavement markings. When the sealant is applied to a parking area and cul-de-sac, fine aggregate (FA-6) is to be immediately spread over seals, and completed with a water-wetted steel roller.

Payment for this item of work shall constitute full compensation for furnishing, hauling, preparing and placing materials, for preparation of cracks and joints, clean up for disposal of surplus materials, and for labor, equipment, tools and incidentals necessary to complete this work as specified.

Joint Sealant will be paid for at the contract unit price per lb applied for "Crack Sealing Asphalt Pavement."

## **21. FINE-AGGREGATE (FA-6)**

This item of work shall consist of providing and applying to the freshly laid sealant a dusting

coat of Fine Aggregate (FA-6) or limestone screening where directed by the Village. The contractor is cautioned on the excessive use of sand. Sanding of the sealant will be incidental to the contract

## **22. TRAFFIC CONTROL AND PROTECTION**

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and the other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Engineer, and in accordance with the applicable parts of Article 107.14 of Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

On streets where crackfiller will be applied, the Contractor shall distribute by hand a typed notice furnished by the Village to residences and businesses abutting the project. The notice shall be delivered two (2) to five (5) days before beginning the surface treatment on that street. The Contractor shall also distribute by hand a typed notice furnished by the Village to be placed on the windshields of all cars parked on the project the evening before treatment.

When temporary prohibition of on-street parking will be necessary to accomplish this work, the Contractor shall place "No Parking" portables, "No Parking" signs (cardboard). In addition, the Contractor shall also post said streets at least twenty-four (24) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Parking restriction notices will be furnished by the Contractor. Distribution of the parking restriction notices furnished by the Contractor shall be considered incidental to traffic control and protection item of work.

The streets under restoration may not be closed to through traffic during construction. The Contractor will provide access for through traffic. Construction operations will be confined to one traffic lane with one or more lanes open to traffic. When work on arterial or collector streets is performed, the Contractor shall schedule the work with the Village to minimize disruption to the flow of traffic.

The Contractor shall submit a traffic control plan to the Village specifying the type and extent of signing, a flagman, lane demarcation (cones), etc., for approval by the Village, before any work may start. The Contractor shall also provide a list of persons who can be called on a 24-hour basis to handle barricading or other problems relating to the construction activity.

The Contractor shall also furnish, place and maintain traffic cones, one (1) for every 50' (15m) for each lane being worked on; barricades with arrows, four (4) for each intersection being worked on; signs, if applicable, approximately 36" x 36" (910mm x 910mm) stating in bold letters, "**KEEP OFF – CRACKFILLING**", to be placed strategically to keep traffic off the newly placed crackfiller, flag trees, one (1) for each end of the street being worked on; and adequate signs, barricades and cones to direct and control traffic to the proper travel lanes, one (1) set at each end of the street being worked on. The Contractor shall maintain two (2) directions of traffic during the performance of work covered by the contract.

Traffic control shall include furnishing, setting up, performing, maintaining, and removing traffic control and for all equipment, tools, labor and incidental items necessary to complete the work in accordance with this contract and will be paid for at the contract unit price per LUMP SUM for "Traffic Control and Protection."

**CONTRACTOR REFERENCES**

Please list below at least three references for which your firm has performed similar work for Village as identified in the Instructions to Bidders.

Village: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/  
Telephone Number: \_\_\_\_\_

Dates of Service/Award  
Amount: \_\_\_\_\_

Village: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/Telephone  
Number: \_\_\_\_\_

Dates of Service/Award  
Amount: \_\_\_\_\_

Village: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person/  
Telephone Number: \_\_\_\_\_

Dates of Service/Award  
Amount: \_\_\_\_\_

## **AFFIDAVIT OF COMPLIANCE**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

### **DISQUALIFICATION OF CERTAIN BIDDERS**

No bidder shall be awarded a Contract and no subcontract shall be awarded, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the bidder, or any officer or employee of the business bidder:

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

The undersigned hereby certifies that it is not disqualified from being awarded the Contract for one of the above reasons and hereby certifies and agrees not to subcontract any portion of the Work to a subcontractor which is disqualified from being awarded a subcontract for one of the above reasons.

### **ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

That the Contractor making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

### **CONFLICT OF INTEREST**

The Contractor certifies it has investigated whether an actual or potential conflict of interest exists between the bidder, its officers and employees and any official or employee of a Village identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Big Rock may disqualify the bid or the affected Village may void any award and acceptance that the Village has made.

Bidder further certifies that no official, officer or employee of the Village has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Village and the Village's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Village and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

### **TAX COMPLIANCE CERTIFICATE**

The individual or entity making the foregoing proposal or bid and certifies that (s)he is not barred from contracting with the any of the Village identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the Contract and allows the Village to recover all amounts paid to the individual or entity under the Contract in civil action.

### **APPLICABLE LABOR STATUTES, RECORDS AND RATES**

All Contractors shall familiarize themselves with all provisions of all statutes referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the statutes referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state or its units of local government and school districts."

The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

Contractor knows and understands the Equal Employment Opportunity Clause administered by The Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual Harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

Contractor knows and understands the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*) and shall provide preference to employ and appoint veterans who were members of the armed forces to fill positions in construction.

The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10<sup>th</sup> day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Village for any violations of the Prevailing Wage Act.

The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or allowed to work in any gainful occupation...in any type of construction work within this State."

#### **DRUG FREE WORK PLACE**

If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act:

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 Village's or 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 the Project, 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 five 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 Village's or Contractor's policy of maintaining a drug free workplace;
  3. any available drug counseling, rehabilitation and employee assistance programs;
  4. the penalties that may be imposed upon employees for drug violations.
- C. Providing a copy of the statement required by part (A) above to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.
- D. Notifying the Village within ten days after receiving notice under part A.3.ii above from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace 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 is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

#### **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.*

As required by the Act, Contractor agrees that it will file with the Village prior to commencing Work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

#### **PATRIOT ACT COMPLIANCE**

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

#### **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as

amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

**TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, 820 ILCS 255/1 et seq. for any materials, supplies, and equipment covered by said Act.

**SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

**[Signature]**

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(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

Notary Public

Failure to complete and return an executed Affidavit of Compliance may result in rejection of a bidder's bid.

**SUB-CONTRACTOR INFORMATION**

**(ATTACH ADDITIONAL PAGES AS NEEDED)**

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:**

\_\_\_\_\_

\_\_\_\_\_

**1. Labor and Materials.** The Contractor shall provide all labor, equipment and materials required to complete the following work: The work shall consist of all necessary equipment and labor to conduct sealing of cracks, in accordance with the Bid Documents, Contract and Specifications for 2024 Crack Sealing Program, dated August 2, 2024 (“Bid Documents”).

**2. Contract Documents.** The Contract Documents consist of this Contract between the Village and the Contractor, the Bid Documents, Contractor’s Proposal, attached to and incorporated as part of this Contract, including: Contractor’s Affidavit of Compliance, attached to and incorporated as part of this Contract, attached to and incorporated as part of this Contract, Contractor’s Performance Bond and Payment Bond, attached to and incorporated as part of this Contract, and any modifications issued after the execution of this Contract. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

By its execution of this Contract, Contractor acknowledges, agrees, represents, and warrants that Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor’s obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of substantial and final completion. The failure or omission of Contractor to obtain, receive or examine the Contract Documents and become knowledgeable with respect to conditions of the Work, or to seek needed clarification from the Village shall in no way be cause to alter this Contract or the Contract Sum.

By its execution of this Contract, Contractor represents and warrants that Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Before commencing activities, the Contractor shall: a) take field measurements and verify field conditions; b) carefully compare this and other information known to the Contractor with the Contract Documents; and c) promptly report errors, inconsistencies, or omissions discovered to the Village.

**3. Term.** The initial term of this Contract shall commence on September 23, 2024 and, unless terminated earlier as provided in the Contract Documents, shall end on October 14, 2024.

**4. Contract Sum.** The Village agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract Documents the following amount:  
\_\_\_\_\_00/100 Dollars (\$\_\_\_\_\_.00) (the "Contract Sum").

**5. Performance of Work.** The Contractor shall carry the Work forward regularly, diligently, expeditiously and without interruption, in a workmanlike and professional manner at such a rate of progress and with an adequate work force as to ensure the completion of the Work in accordance with the Contract Documents by the substantial and final completion date. It is expressly understood and agreed by and between Contractor and the Village that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

**6. No Third Party Beneficiary.** This Contract is entered into solely for the benefit of the contracting Parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Contract or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Village and/or Contractor, and/or any of their respective officials, officers and/or employees.

**7. No Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

**8. Non-Assignment.** This Contract is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Village.

**9. Notices.** Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

To the Village:           Village of Big Rock  
                                  7S505 Madison St  
                                  Big Rock IL 60511  
                                  ATTN: Village Clerk

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

**10. Entire Agreement: No Amendment.** This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Contract shall be valid or binding. No modification of this Contract shall be effective unless in writing and dated subsequent to the date of this Contract and signed by an authorized representative of each Party.

**11. Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

**12. Severability.** The invalidity of any section, paragraph or subparagraph of this Contract shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable, such provision shall be deemed severable and the Contract may be enforced with such provision severed or as modified by such court.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Contract to be executed by a duly authorized official thereof effective as of date written above.

BY VILLAGE:

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

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

BY CONTRACTOR:

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

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