ORDINANCE NO. 2025-4545

ORDINANCE AUTHORIZING AND APPROVING THE AWARD OF A CONTRACT TO CHICAGOLAND PAVING CONTRACTORS, INC. FOR ASPHALT PATCHING OF CERTAIN ROADS AT VARIOUS LOCATIONS WITHIN THE VILLAGE

WHEREAS, the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois (the "Village"), have determined that it necessary and advisable to patch, remove and replace certain areas of deteriorating asphalt on roads at various locations within the Village (collectively, the "Project"); and

WHEREAS, the Village of Glenview received sealed bids for asphalt patching services, and the bid submitted by Chicagoland Paving Contractors, Inc., 225 Telser Road, Lake Zurich, IL 60047, was deemed to be the lowest responsible bidder qualified to perform in accordance with the bid specifications and the bid which was accepted by the Village of Glenview and the other surrounding municipalities (the "2025 MPI Patching Contract"); and

WHEREAS, Chicagoland Paving Contractors, Inc. has been awarded the Municipal Partnering Initiative ("MPI") contract for many years as a result of their favorable pricing and the quality of their work, the Village is eligible to participate in competitively bid MPI contracts as an alternative to independently soliciting bids, and the Village has utilized the services of Chicagoland Paving Contractors, Inc. in the past and has been satisfied with their work; and

WHEREAS, Chicagoland Paving Contractors, Inc. has agreed to provide approximately 4,000 square yards of asphalt patching services to the Village consistent with the terms, specifications, and prices set forth in the related 2025 MPI Patching Contract with Glenview and the other surrounding municipalities on roads at various locations within the Village as identified by the Village (the "Project") for a not-to-exceed contract price of $100,000.00 in the aggregate; and

WHEREAS, while the 2025 fiscal year budget did not include minor asphalt patching services, funds are available for such services from the additional $1,000,000 in Capital Funding that the Village Board authorized for the 2025 and 2026 capital budget to fund this Project; and

WHEREAS, the Corporate Authorities of the Village have determined that engaging the services of Chicagoland Paving Contractors, Inc. to perform approximately 4,000 square yards of asphalt patching services for the Village will not only reduce Village staff time utilized to make temporary patches in roadways throughout the winter months, but is also the most cost-effective approach to supplementing the Village's resurfacing and reconstruction projects, and that it is in the best interests of the Village and its residents to approve a contract with Chicagoland Paving Contractors, Inc. for the Project at the not-to-exceed contract price of $100,000.00:

NOW, THEREFORE BE IT ORDAINED, by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: The Corporate Authorities of the Village hereby find that the facts set forth in this Ordinance are true and correct, and such recitals are incorporated herein by reference as the findings of the Corporate Authorities as if fully set forth herein.

SECTION 2: The Corporate Authorities of the Village do hereby award a contract to and approve the execution of a related Agreement with Chicagoland Paving Contractors, Inc., 225 Telser Road, Lake Zurich, IL 60047 for approximately 4,000 square yards of asphalt patching services on certain areas of deteriorating asphalt on roads at various locations within the Village during the calendar year 2025 for the aggregate amount of not-to-exceed $100,000.00 (the "Project") to be completed pursuant to and consistent with the terms, conditions, specifications, and unit prices set forth in the Village of Glenview bid package and with the following contract documents, copies of which are attached hereto and thereby made a part hereof as Group Exhibit A:

(1) Village of Glenview Request for Bids No. 250009 for Asphalt Patching Services;
(2) Offer letter from Chicagoland Paving Contractors, Inc. addressed to the Village of Barrington and dated March 27, 2025;
(3) The Chicagoland Paving Contractors, Inc. Proposal #25-260.0 addressed to the Village and dated July 10, 2025; and
(4) Agreement Between the Village of Barrington and Chicagoland Paving Contractors, Inc. Relative to the Village's 2025 Asphalt Patching Project

(collectively, the "Contract Documents") for the work on the Project pursuant to competitive bidding, which work shall be performed pursuant to and in compliance with the specifications contained in the Contract Documents.

SECTION 3: The Village President is hereby authorized to execute a contract with Chicagoland Paving Contractors, Inc., including the related Agreement, all in substantially the forms which are attached hereto as Group Exhibit A and thereby made a part hereof for the Project, and the Village Clerk is hereby authorized to attest thereto, and to do all other things necessary and/or appropriate, including but not limited to the execution and delivery of all of the Contract Documents and any other documents to implement the Contract authorized herein.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 28 DAY OF July, 2025, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wendrek, Duncan, Prigge, Klauer and President Moran

NAYS: NONE

ABSENT: NONE

RECUSE: NONE

APPROVED THIS 28 OF July, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS
28 DAY OF July, 2025

James P. Dillon, Village Clerk

(SEAL)

Village of Barrington
CORPORATE
SEAL
Cook & Lake Counties, IL

GROUP EXHIBIT A

CONTRACT DOCUMENTS

(1) Village of Glenview Request for Bids No. 250009 for Asphalt Patching Services;

(2) Offer letter from Chicagoland Paving Contractors, Inc. addressed to the Village of Barrington and dated March 27, 2025;

(3) The Chicagoland Paving Contractors, Inc. Proposal #25-260.0 addressed to the Village and dated July 10, 2025; and

(4) Agreement Between the Village of Barrington and Chicagoland Paving Contractors, Inc. Relative to the Village's 2025 Asphalt Patching Project

REQUEST FOR BIDS

RFB # 250009

BID DOCUMENTS AND SPECIFICATIONS

ASPHALT PATCHING SERVICES

FOR THE MUNICIPALITIES OF:

GLENVIEW, WILMETTE, WINNETKA, HIGHWOOD, GOLF, HIGHLAND PARK, AND GLENCOE

The Village of Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that the Village will receive bids electronically via DemandStar until 2:00 p.m. local time on February 28, 2025. The bid opening will be held virtually via Teams. Please use the following information to join the bid opening via Teams on February 28, 2025 at 2:00 p.m. local time:

Microsoft Teams
Join the meeting now
Meeting ID: 243 245 692 978
Passcode: Y7zy7io7

Dial in by phone
+1 872-240-8966,,969093440# United States, Chicago
Find a local number
Phone conference ID: 969 093 440#

RFB NO: 250009
RFB ON: ASPHALT PATCHING SERVICES FOR THE MUNICIPALITIES OF GLENVIEW, WILMETTE, WINNETKA, HIGHWOOD, GOLF, HIGHLAND PARK, AND GLENCOE

Scope of work will include asphalt patching within the municipal boundaries.

Plans, specifications, and bid forms may be obtained through DemandStar, the Village's purchasing website (https://www.glenview.il.us/government/Pages/Purchasing.aspx). Plans, specifications, and bid forms will be provided electronically.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid. **A scanned copy of the bid bond must be included in the pdf file submission.**

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq) if applicable.

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Municipalities. Any Bid submitted unsealed, unsigned, via fax, via email or received subsequent to the aforementioned date and time, may be disqualified and returned to the Bidder.

The Municipalities reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: 02/14/2025
Zhanna Badasyan
Purchasing Agent

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION:	**#250009**
BID OPENING DATE:	February 28, 2025
TIME:	**2:00 P.M. Local Time**
LOCATION:	**Teams**

COPIES: One (1) original electronic PDF

REQUEST FOR BID INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

Asphalt Patching Services

Per the specifications identified herein

Note: Unit pricing is being requested for Table I through Table IV for each municipality whether or not there is an estimated quantity listed.

Base Bid Item – Asphalt Patching Services – (Glenview, Wilmette, Winnetka, Highwood, Golf, Highland Park, and Glencoe) (see specifications)

I. CLASS D PATCHES, 2 INCH (UNIT MEASURE – SQUARE YARDS

	Glenview	Wilmette	Highland Park	Glencoe	Winnetka	Highwood	Golf
CLASS D PATCHES, 2 INCH – TYPE I		50				2,500	
CLASS D PATCHES, 2 INCH – TYPE II		350				2,500	40
CLASS D PATCHES, 2 INCH – TYPE III		350		750	350		50
CLASS D PATCHES, 2 INCH – TYPE IV		4,600	7,600	750	350		90
Total Quantity (Square Yards)		**5,350**	**7,600**	**1,500**	**700**	**5,000**	**180**
Temp Curb Asphalt Patches (ft)	**75**						
Unit Price	$_____	$_____	$_____	$_____	$_____	$_____	$_____
Extended Total	$_____	$_____	$_____	$_____	$_____	$_____	$_____

II. CLASS D PATCHES, 3 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Wilmette	Highland Park	Glencoe	Winnetka	Highwood	Golf
CLASS D PATCHES, 3 INCH – TYPE I							
CLASS D PATCHES, 3 INCH – TYPE II							
CLASS D PATCHES, 3 INCH – TYPE III							
CLASS D PATCHES, 3 INCH – TYPE IV							
Total Quantity (Square Yards)							
Unit Price	$_____	$_____	$_____	$_____	$_____	$_____	$_____
Extended Total	$_____	$_____	$_____	$_____	$_____	$_____	$_____

III. CLASS D PATCHES, 4 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Wilmette	Highland Park	Glencoe	Winnetka	Highwood	Golf
CLASS D PATCHES, 4 INCH – TYPE I	100	25					
CLASS D PATCHES, 4 INCH – TYPE II	1,000	25					
CLASS D PATCHES, 4 INCH – TYPE III	100	50		100			75
CLASS D PATCHES, 4 INCH – TYPE IV	300	50		100			100
Total Quantity (Square Yards)	**1,500**	**150**		**200**			**175**
Unit Price	$_____	$_____	$_____	$_____	$_____	$_____	$_____
Extended Total	$_____	$_____	$_____	$_____	$_____	$_____	$_____

IV. CLASS D PATCHES, 8 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Wilmette	Highland Park	Glencoe	Winnetka	Highwood	Golf
CLASS D PATCHES, 8 INCH – TYPE I		50					
CLASS D PATCHES, 8 INCH – TYPE II	150	200					
CLASS D PATCHES, 8 INCH – TYPE III	150	150		50	30		
CLASS D PATCHES, 8 INCH – TYPE IV	100	150		50	30		
Total Quantity (Square Yards)	**400**	**550**		**100**	**60**		
Unit Price	$_____	$_____	$_____	$_____	$_____	$_____	$_____
Extended Total	$_____	$_____	$_____	$_____	$_____	$_____	$_____

V. CLASS D PATCHES, 10 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Wilmette	Highland Park	Glencoe	Winnetka	Highwood	Golf
CLASS D PATCHES, 10 INCH – TYPE I							
CLASS D PATCHES, 10 INCH – TYPE II	150	50					
CLASS D PATCHES, 10 INCH – TYPE III	150	25					
CLASS D PATCHES, 10 INCH – TYPE IV	100						
Total Quantity (Square Yards)	**400**	**75**					
Unit Price	$_____	$_____	$_____	$_____	$_____	$_____	$_____
Extended Total	$_____	$_____	$_____	$_____	$_____	$_____	$_____

VI. CLASS D PATCHES, DRIVEWAY AND REMOVAL REPLACEMENT (UNIT MEASURE – SQUARE YARDS)

	Glenview	Wilmette	Highland Park	Glencoe	Winnetka	Highwood	Golf
CLASS D PATCHES, Driveway removal and replacement (Square Yards)	600	150					
Unit Price	$_____	$_____	$_____	$_____	$_____	$_____	$_____
Extended Total	$_____	$_____	$_____	$_____	$_____	$_____	$_____

VII. BASE BID TOTAL

	Glenview	Wilmette	Highland Park	Glencoe	Winnetka	Highwood	Golf
Base Bid Total (Total of Groups I to VI)	$_____	$_____	$_____	$_____	$_____	$_____	$_____

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids electronically through DemandStar ONLY. **Any bid not submitted electronically via DemandStar may be rejected as non-responsive.**

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT:_____ % **_____ DAYS**

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. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:_____ **Company Name:**_____

Typed/Printed Name:_____ **Date:** _____

Title: _____ **Telephone Number:**_____

E-mail _____ **Fax Number:** _____

PROJECT SPECIFICATIONS

1. **INTENT**
It is the intent of the Village of Glenview ("Glenview"), the Village of Wilmette ("Wilmette"), the Village of Winnetka ("Winnetka"), the City of Highland Park ("Highland Park"), the City of Highwood ("Highwood"), the Village of Glencoe ("Glencoe") and the Village of Golf ("Golf"), (collectively the "Municipalities") to enter into an agreement with a reputable firm ("Contractor") for non-construction, asphalt patching services ("Services").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/city council as the case may be will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

2. **BID PRICE**
The Municipalities are requesting pricing for asphalt patching services for each Municipality. The quantities listed in the above pricing tables are estimates and subject to change. **Unit pricing is being requested for Table I through Table IV for each municipality whether or not there is an estimated quantity listed.**

All pricing is not-to-exceed pricing and includes all labor, transportation costs and equipment necessary to perform the Services. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

3. **AWARD**
Award shall be made on a total lump sum of the base bid for each municipality. Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Municipalities reserve the right to award the base bid, to award in part or in whole, or not to award, whatever is deemed to be in the best interest of the Municipalities.

No work shall be awarded to a bidder that is in arrears or is in default to any Municipality for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to a Municipality, or that has failed to perform satisfactorily any previous contract with, or work for, a Municipality.

4. **TERM**
The Agreement shall be in effect for three (3) years from date of award. The Municipalities reserve the right to renew the Agreement for three (3) additional one (1) year terms, subject to acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

5. **ESCALATION**
Written requests for price revisions after the initial term shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Municipalities reserve the right to reject a proposed price increase and terminate the agreement.

6. SCOPE OF SERVICES

Please see pages 10 to 12 of this document to view the Scope of Services.

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to each municipality detailing the services provided after the work has been completed. All services shall be invoiced based on unit pricing and quantities used. The Municipality shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Glenview
Public Works Department
Daniel Leicht
2498 East Lake Avenue
Glenview, IL 60026

City of Highwood
Public Works
Marc Facchini
17 Highwood Avenue
Highwood, IL 60040

Village of Wilmette
Public Works Department
Accounts Payable
1200 Wilmette Avenue
Wilmette, IL 60091

Village of Golf
Sarah Ann Ronan
625 Forest Edge Drive
Vernon Hills, IL 60061

City of Highland Park
Public Works Department
Keith Miller
1150 Half Day Road
Highland Park, IL 60035

Village of Glencoe
James Tigue
675 Village Court
Glencoe, IL 60022

Village of Winnetka
Public Works Department
Thomas Powers
1390Willow Road
Winnetka, IL 60093

8. CALENDAR OF EVENTS (*TENTATIVE AND SUBJECT TO CHANGE*)

DATE	*ACTIVITY*
February 14, 2025	Bid sent to potential bidders and advertised on the Village's website and DemandStar.
February 19, 2025	Last day to submit questions and requests for clarification.
February 24, 2025	Addendum issued if necessary
February 28, 2025	***Deadline for Bid Submission.*** **One (1) electronic PDF of the completed/signed bid by February 28, 2025 before 2:00 P.M. CST, to DemandStar.** **Please see the attached instructions on How to Register in DemandStar, How to Respond to an Electronic Bid in DemandStar, and How to Search for Bids in DemandStar.**
TBD	Recommendation to the Village Board of Trustees
TBD	Implementation Date

9. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 4:30 P.M. on February 19, 2025.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Glenview to All Bidders. No interpretation of the meaning of the plans, specifications or other contract

documents will be made orally. 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.

The Municipalities recognize that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Municipalities will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

SCOPE OF SERVICES

1. **PREMISE**
This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Municipality and shall be made prior to commencement of the altered or modified work.No claims for any extra work or materials shall be allowed unless covered by written agreement.

2. **SPECIFICATIONS**
As directed by the Representative of each awarding municipality, Contractor shall complete Hot-Mix Asphalt Pavement Patching in the village-wide locations determined and laid out by the Municipal Representative. The Contractor will be provided a separate list of addresses and or maps of all the work locations for each awarded contract prior to construction.

A. CLASS D PATCHES, OF TYPE AND DEPTH SPECIFIED

Description: This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein:

This work shall include the full-depth saw cutting, removal, and disposal of the existing pavement; base course preparation; and replacement with new hot-mix asphalt pavement to the thickness specified. Materials shall be installed in lifts not to exceed 4", which shall be compacted to the satisfaction of the Municipal Representative. Final lift shall consist of a minimum of 2" of surface course.

All material removed shall be replaced with new material by the end of the working day in accordance with these specifications.

All material must be approved by the State of Illinois and certified inspection tickets shall be furnished to the Municipal Representative.

Method of Measurement: This work will be measured for payment in place and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, OF TYPE AND DEPTH SPECIFIED

B. BITUMINOUS CONCRETE DRIVEWAY REMOVAL & REPLACEMENT
This item of work shall comply with the applicable portions of Sections 406 and 440 of the Standard Specifications except as follows:

This work shall occur at locations as specified by the Engineer and shall consist of a full depth sawcut, removal and disposal of existing driveway pavement to a depth of 3", grading and compacting of existing stone base, using extra aggregate fill as needed (no pavement grindings allowed), and paving with three inches (3") of Hot Mix Asphalt Surface Course, Mix D, N50, installed in two 1 ½" lifts.

Where the asphalt driveway is an overlay of a concrete driveway, no extra compensation will be given for removal of the concrete base or placement of CA-6 aggregate to bring up to proper elevation 3" below proposed surface.

All Hot Mix Asphalt of the type specified in the contract shall be certified by the Illinois Department of Transportation (IDOT) and come from an IDOT approved asphalt plant.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE YARD,

measured in place, for BITUMINOUS CONCRETE DRIVEWAY REMOVAL & REPLACEMENT, which price shall include all necessary materials, equipment, and labor to complete the work as specified.

3. **COORDINATION WITH MUNICIPALITIES**

Contractor shall notify the respective Municipality at least forty-eight (48) hours prior to the commencement of any work.

4. **WORK CREW SUPERVISION**

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Municipality. Failure to do so shall be sufficient cause for the Municipality to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements. Except for emergencies, the same personnel shall perform the same work each day.

5. **PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the Contractor's operations.

a. Any practice obviously hazardous in the opinion of an authorized Municipal representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
b. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs.

6. **LOCATION AND SCHEDULE OF WORK**

Work under the terms of these specifications will be conducted at the locations specified on the attached exhibits as well as the specific locations provided by the Municipal Engineer.

a. The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract. The schedule shall be submitted to the Director of Public Works at the commencement of the agreement 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.
b. The Contractor shall provide a satisfactory progress schedule or critical path 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 contract.

7. **MATERIALS AND EQUIPMENT**

a. Materials - All hot-mix asphalt mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Hot-mix asphalt mixtures for binder and surface construction shall meet the requirements of the IDOT, District One Office.
b. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work as specified within this contract.

8. **CLEANING STANDARDS AND WORKMANSHIP**

It is the intent of these specifications for the Contractor to provide a high level of service in the performance of roadway patching and in the general interaction with the public at all times. The following statements indicate general standards and workmanship to be furnished under this agreement:

a. The Contractor shall ensure that all patching work is performed in a safe and timely manner.

Efforts will be made to ensure the least amount of impact to the surrounding businesses and the general public during operations.

b. The Contractor will ensure that appropriate safety measures including signage and traffic control protection is used during the performance of patching activities.

9. MOBILIZATION

The estimated number of mobilizations that the Contractor shall make to each Municipality is as follows:

Municipality	Mobilizations
Glenview	5
Wilmette	3
Golf	1
Highland Park	10
Glencoe	1
Winnetka	2
Highwood	2

Mobilization will not be paid for separately, but will be included in the items for which this work applies.

10. WORKING HOURS

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Municipality to schedule the work. Permission to work on weekends or during different times may be granted on a case by case basis if the Municipality deems it appropriate to ensure the work is completed in a timely manner and provides a benefit to the Municipality. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for emergency situations. The Contractor shall also schedule normal work activities, exclusive of holidays, during normal working hours 7:00AM to 7:00PM Monday thru Friday, unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

11. SECURITY AND ACCESS

The Contractor will be working in public areas; all such areas shall be maintained in a secured condition at all times and these areas shall be cleaned and restored to their original condition immediately upon completing the required work.

12. CONTRACTOR ACCESS

The Contractor shall be allowed access to designated public areas to perform the required work in accordance with the times set forth in paragraphs above. All activities of the Contractor will be coordinated through the Director of Public Works or his designee.

13. PERSONNEL REQUIREMENTS

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. The Contractor is responsible and liable for any wrongful actions of his employees

14. TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and 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.

GENERAL TERMS AND CONDITIONS

1. **SUBMISSION OF BID**

All bids must be submitted electronically through DemandStar.com by the specified opening date and time of the bid. Bids submitted after the specified date and time will not be accepted. Mailed and in person delivery of bids will not be accepted by the Village. Any bid not submitted electronically via DemandStar.com may be rejected as non-responsive.

It is the sole responsibility of the Bidder to submit the **pdf copy** of the bid on DemandStar.com. Instructions for submitting bids are attached to this document and may be found at https://www.glenview.il.us/government/Pages/Purchasing.aspx.

The Village is utilizing DemandStar.com to take the place of the paper bid that would normally be sent to the Village Hall. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s) as if they were submitting a paper bid. A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com.

2. **DEFINITIONS**

A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.

B. **Optional or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.

C. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

D. **Optional Price** is a base bid price that may be accepted in lieu of the base bid.

3. **RESPONSIVE BID**

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

B. Bidders shall promptly notify the Municipalities 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.**

4. **UNBALANCED BIDDING**

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Municipalities further reserve the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Municipalities reserve the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

5. **WITHDRAWAL OF BID**
Bids may be withdrawn at any time prior to the advertised bid opening through DemandStar.com or by submitting a request in writing to the Purchasing Manager at purchasing@glenview.il.us. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

6. **DOCUMENT OBTAINED FOR OTHER SOURCES**
The Village of Glenview and DemandStar are the only official sources for bid packages and supporting materials. To ensure receipt of addenda and any other notices concerning this project, bidders must either email purchasing@glenview.il.us confirming receipt of the bid documents (i.e. request to be added to the plan-holders list) or download a copy of the bid documents directly from DemandStar. The Village cannot ensure that bidders who do not email purchasing@glenview.il.us or have not downloaded the bid documents from DemandStar 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's discretion, be rejected as nonresponsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

7. **CONTACT WITH MUNICIPALITY PERSONNEL**
All offerors are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any offeror found to have contacted Municipal Personnel in any manner with regard to the request for proposals. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County or Lake County State's Attorney for review and prosecution.

8. **DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)**
Each Municipality's Code of Ethics 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 Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, 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 Bidders in this regard will allow the Village of Glenview to take appropriate measures to ensure the fairness of the bidding process.

The Village of Glenview requires all bidders to submit a certification, enclosed with this bid packet, 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 a Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

9. **BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**
Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein)
- Experience
- Submittal of required documentation

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipality, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Municipality. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipality during the extended term of this Agreement.

Bidder and the other Municipality may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipality with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Municipality's Board of Trustees.

11. CHANGE ORDERS

The Municipalities believe 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, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications**. All Change Orders and alternative suggestions must be approved by the Municipalities prior to execution.

A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

C. Detailed written Requests for Change Orders must be submitted to the Municipality's Purchasing Agent. In order to facilitate checking 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 Municipality's Purchasing Agent.

D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the 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.

E. A written Change Order must be issued by the Municipality's Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

12. RESPONSIBILITY OF BIDDER

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Municipalities, or who is a defaulter as to surety or otherwise upon any obligation to the Municipalities.

13. ADDITIONS/DELETIONS

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

The Municipalities reserve the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to used.

15. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipalities and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees 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 project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities, 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 by the Contractor.

16. CHANGE IN STATUS

The Contractor shall notify the Municipalities immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate their contract with the vendor immediately on written notice based on any such change in status.

17. TERMINATION

The Municipalities reserve the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute

items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

18. TERMINATION FOR DEFAULT

The Municipalities reserve the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Municipalities, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

19. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Municipalities reserve the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

20. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

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

Failure to identify subcontractors could result in disqualification.

21. PROTEST PROCEDURE

The full context of Protest Procedures can be found in Glenview's Procurement Policy at https://glenview.il.us/government/Pages/Purchasing.aspx. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to Glenview's Purchasing Division within three (3) business days of award. This notice should include the title of the requirement, the request for bid number, the closing date and the nature of the protest.
In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

22. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Municipality and Contractor, the Municipality's Project Specifications, the General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

23. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

24. PROPERTY OF THE MUNICIPALITIES

All documents, findings and work products shall become the property of the Municipalities upon payment for services rendered.

25. NON-ENFORCEMENT BY THE MUNICIPALITY

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

26. RESERVATION OF RIGHTS

The Municipalities reserve the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Municipalities and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Municipalities' opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; 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 Bid. The enforcement of this Reservation of Rights by the Municipalities shall not be considered an alteration of the bids.

27. NON APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Municipalities governing authority.

28. COMPETENCY OF BIDDER

If requested in writing by the Municipalities, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

29. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipalities.

30. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Municipality. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Municipality's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

31. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Services, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Services are being performed. The 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. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

32. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by the Municipalities shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Municipalities to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Municipalities if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

33. 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 Municipalities.

34. AUDIT/ACCESS TO RECORDS

A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of $25,000.

C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:

i. negotiated prime contractors;
ii. negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

35. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or 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 contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

36. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

37. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains**. The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Municipalities will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

38. FIELD MODIFICATIONS

A field modification is written by the Municipalities to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if the bidder fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

39. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Municipality and the issuance of a Notice to Proceed and purchase order.

40. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Municipality before the final voucher on the contract is issued.

41. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a bid. If the Bidder desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the bid as "Proprietary and Confidential." In no event should all pages of the bid be so marked. The bid should include a separate written request clearly evidencing the need for confidentiality. The Municipalities shall examine the bids to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Bidder pertaining to this RFB will be considered public information and will be made available for inspection, unless otherwise determined by the Municipalities. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Glenview. Based upon the public nature of these RFB's, a Bidder must inform the Village of Glenview, of the exact materials in the offer that the Bidder believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

42. PREVAILING WAGE

If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01et seq. ("the Act"), the Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wage" (hourly cash wages plus fringe benefits) in the county where the work is performed.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this contract must comply with all requirement of the Act, including but not limited to, all wage, notice and record keeping duties.

43. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SPECIAL TERMS & CONDITIONS

1. **INSURANCE**

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

a. $1,000,000 combined single limit - each occurrence

b. $1,000,000 personal and advertising injury;

c. $2,000,000 combined single limit - general aggregate; and

d. $1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

e. When the following box is checked - ☐ any general aggregate limit shall apply per project;

f. Liability arising from premises and operations;

g. Liability arising from the actions of independent contractors;

h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;

i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;

j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least $1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least $1,000,000 each accident/$1,000,000 each employee disease/$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

a. $5,000,000 combined single limit - each occurrence;

b. $5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and

c. $5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

d. Commercial general liability;

e. Business auto liability; and

f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least $1,000,000 each occurrence and $2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@glenview.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.

3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.

5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.

6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

8. Any deductibles or retentions of $5,000 or greater ($10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agréement, or;

b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

10. Certificate **of Insurance** that states the Village of Glenview has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Village of Glenview and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number(s)_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

2. WARRANTY

A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.

B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.

C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)**
Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

4. **EQUAL EMPLOYMENT OPPORTUNITY**
The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Village.

5. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**
In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, *et seq.*)**
Contractor shall comply with all provisions of 820 ILCS 265/1, *et seq.* including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. **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.

8. **TOXIC SUBSTANCES DISCLOSURES**
All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. **ALTERNATE AND MULTIPLE BIDS**
Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all the bids of that bidder.

10. **EQUALITY/BRAND NAME**
Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit,

strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior ***written*** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

a) References
b) Disqualification of Certain Bidders (affirmation by signing bid form)
c) Affidavit/Anti-collusion
d) Conflict of Interest Form
e) Tax Compliance
f) Identification of Subcontractors
g) Participation Affidavit

15. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

17. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

18. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or his/her designee within 12 hours.

LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS FOR VILLAGE OF GLENVIEW - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts 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 Acts 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:

1.0 Equal Employment Opportunity:

1.1 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."

1.2 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 of its units of local government and school districts."

1.3 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."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 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."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, the Contractor shall submit to the Illinois Department of Labor all certified payroll records for prevailing wage work performed by Contractor employees or subcontractors.

5.0 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 suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

(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.;

(C) has been convicted of bid rigging or attempting to rotate 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 sig.;

(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.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The party making the foregoing bid or bid, 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.

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

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2025

_____
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

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 may disqualify the bid.

_____

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

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2025

_____

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

_____,being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____ _____
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview 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, or entity making the bid 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 municipality to recover all amounts paid to the individual or entity under the contract in civil action

_____
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name 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 _____, 2025

_____
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the 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: _____

_____

_____

PARTICIPATION AFFIDAVIT

_____,being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is _____
(Partner, Officer, Owner, Etc.)

of _____ _____
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

_____
(Name of Quoter if the Quoter is an Individual)
(Name of Partner if the Quoter is a Partnership)
(Name of Officer if the Quoter is a Corporation)

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

Subscribed and Sworn to this _____ day of _____, 2025

_____
Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
TEL: 847-550-9681 FAX: 847-550-9684
office@chicagolandpaving.com

March 27, 2025

Mr. Andrew Thickpenny
Village of Barrington
200 S. Hough Street
Barrington, IL 60010

Re: 2025 MPI Patching Contract

Andrew:

Chicagoland Paving is offering the same agreement terms awarded in the 2025 MPI Patch Paving contract, bid on 2/28/2025 and attached, to the Village of Barrington.

Sincerely,

William R. Bowes
Vice President

CHICAGOLAND PAVING CONTRACTORS, INC.

225 TELSER ROAD
LAKE ZURICH, IL 60047
Phone – (847) 550-9681 - Fax (847) 550-9684
office@chicagolandpaving.com

#25-260.0

DATE	July 10, 2025	PROJECT INFORMATION	
TO:	Village of Barrington	Job Name:	Various Patching
		Address:	
			Barrington IL
Attn:	Andrew Thickpenny	Property Owner:	
Phone:	847-304-3361		
	athick@barrington-il.gov		

We hereby Propose to Furnish the Materials, Equipment, & Labor Necessary to:

Item	Unit	Qty.	Unit Cost
Class D Patching	S.Y.	T.B.D.	$25.00
		apprx. 4,000	
		Not to Exceed:	$100,000.00

Exclusions:

Restoration of turf.

Removal/Replacement of unsuitable sub-base.

Permits, Bonds, Testing

Accepted by above

William R. Bowes,

With your signature, you agree to pay the full amount of all invoicing within 30 days upon completion of the work.

****The work shown above will not be scheduled without a returned signature.****

CHICPAV-01 SREDDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of IL, LLC 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME: PHONE (A/C, No, Ext): (847) 758-1000 FAX (A/C, No): (847) 758-1200 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Company of Hartford	20478
INSURED Chicagoland Paving Contractors Inc 225 Telser Rd Lake Zurich, IL 60047	INSURER B : The Continental Insurance Company	35289
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 071025** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			7063602980	2/24/2025	2/24/2026	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			7063602963	2/24/2025	2/24/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							UM/UIM	$	1,000,000
B	X UMBRELLA LIAB X OCCUR			7063602977	2/24/2025	2/24/2026	EACH OCCURRENCE	$	10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	10,000,000
	DED X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			7063602994	2/24/2025	2/24/2026	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Rented Equipment			7063602980	2/24/2025	2/24/2026	Ded: $2,500		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Various Patching throughout Village.
Village of Barrington, together with its elected and appointed officials, officers, trustees, employees, agents, and volunteers are Additional Insureds under General Liability as per written contract.

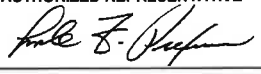
CERTIFICATE HOLDER

Village of Barrington
300 N Raymond
Barrington, IL 60010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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