

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Bartlett/IDNR Bicycle Paths Contract Award**
Date: February 11, 2019

BACKGROUND

The Village of Bartlett was awarded a grant in 2014 for the construction of bike paths connecting Glen Koehler Field; to James "Pate" Phillip State Park; to the Lakewood Mills Subdivision. The paths were going to be a crushed limestone path from the State Park to the Lakewood Mills Subdivision, and a crushed limestone or asphalt path from Glen Koehler Fields. The project was designed by WBK Engineering and went out to bid in January, 2015. Due to the budget impasse at the State of Illinois, the grant funds were put on hold and were not released, therefore, the Village could not complete the project at that time and put the project on hold until those grant funds were released or a new funding opportunity presented itself. In fall of 2018, Representative Winger requested a list of shovel-ready projects that the State may be able to fund through the Department of Commercial and Economic Opportunity (DCEO); Staff included this project and are currently awaiting a response in the coming weeks on if the Village will be awarded.

Due to the previous Agreement with IDNR, work cannot be done on the IDNR property between April 15th and August 15th. If the Village is awarded the grant through Representative Winger and the DCEO, the project must be complete by July 1st.

DISCUSSION

With the tight timeframe on completion of the project on IDNR property, the Village posted a Notice to Bidders on December 12, 2018 for the project, and held a public bid opening on January 16, 2019. The Village received nine (9) bids for the project. Utilizing the Alternate No. 1: "Hot-Mixed Asphalt Surface" for a portion of the path leading from Glen Koehler Field to the State Park, the bids ranged from \$85,471.25 to \$215,199.00, with the average being \$122,809.55.

Schroeder Asphalt Services, Inc. submitted the low bid of \$85,471.25. Schroeder Asphalt Services, Inc. has done work in the Village in the past and Staff is confident in their ability to complete the job effectively.

The Village does not have the grant funds guaranteed at this point, but since both potential grants are reimbursement based, the Village would be allowed to begin construction now and obtain reimbursement later if awarded the grant.

RECOMMENDATION

Based upon the bids and past experience, Staff recommends awarding the contract and entering into an agreement with Schroeder Asphalt Services, Inc. for the construction of the Bartlett/IDNR Bicycle Paths. Attached is a bid tally sheet, contract and Resolution for your review.

MOTION

I MOVE TO APPROVE RESOLUTION #2019-____-R, A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC. FOR THE CONSTRUCTION OF THE BARTLETT/IDNR BICYCLE PATHS PROJECT.

Ti/attachments



VILLAGE OF BARTLETT

Bartlett/IDNR Bicycle Path Links
BID TABULATION
 January 16, 2019

				Schroeder Asphalt Services, Inc.		Chicagoland Paving Contractors Inc.		Martam Construction, Inc.		Copenhaver Construction, Inc.		Kane County Excavating		Maneval Construction Co. Inc.		ALAMP Concrete Contractors, Inc.		Misfits Construction Company		Archon Construction Co. Inc.	
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	Sum	1	\$2,800.00	\$2,800.00	\$2,487.50	\$2,487.50	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$4,650.00	\$4,650.00	\$5,600.00	\$5,600.00	\$38,000.00	\$38,000.00	\$18,000.00	\$18,000.00	\$10,704.42	\$10,704.42
2	Clearing and Grubbing	Sum	1	\$5,800.00	\$5,800.00	\$5,300.00	\$5,300.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$6,420.00	\$6,420.00	\$600.00	\$600.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$8,171.00	\$8,171.00
3	Stabilized Construction Entrance	EA	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$100.00	\$100.00	\$2,675.00	\$2,675.00	\$1,134.00	\$1,134.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$11,498.00	\$11,498.00
4	Topsoil Excavation & Placement	CY	190	\$18.00	\$3,420.00	\$47.50	\$9,025.00	\$32.00	\$6,080.00	\$15.00	\$2,850.00	\$12.80	\$2,432.00	\$50.40	\$9,576.00	\$1.00	\$190.00	\$15.00	\$2,850.00	\$99.20	\$18,848.00
5	Earth Excavation & Placement	CY	450	\$18.00	\$8,100.00	\$35.00	\$15,750.00	\$32.00	\$14,400.00	\$15.00	\$6,750.00	\$12.80	\$5,760.00	\$42.60	\$19,170.00	\$10.00	\$4,500.00	\$20.00	\$9,000.00	\$70.95	\$31,927.50
6	Geotechnical Fabric for Ground Stabilization	SY	1,745	\$1.25	\$2,181.25	\$1.00	\$1,745.00	\$2.00	\$3,490.00	\$2.00	\$3,490.00	\$2.50	\$4,362.50	\$0.78	\$1,361.10	\$1.00	\$1,745.00	\$5.00	\$8,725.00	\$1.30	\$2,268.50
7	Aggregate Base Course, Type B CA-6, 8" (aggregate trail)	SY	1,745	\$10.70	\$18,671.50	\$10.50	\$18,322.50	\$8.00	\$13,960.00	\$16.50	\$28,792.50	\$10.50	\$18,322.50	\$21.60	\$37,692.00	\$14.25	\$24,866.25	\$23.00	\$40,135.00	\$20.25	\$35,336.25
8	Crushed Gravel Screening, Premium trail Mix, 2"	SY	1,745	\$6.75	\$11,778.75	\$3.00	\$5,235.00	\$5.00	\$8,725.00	\$7.00	\$12,215.00	\$9.50	\$16,577.50	\$7.58	\$13,227.10	\$7.75	\$13,523.75	\$6.50	\$11,342.50	\$8.55	\$14,919.75
9	Shaping & Grading Trail	SY	1,745	\$1.35	\$2,355.75	\$1.00	\$1,745.00	\$3.00	\$5,235.00	\$3.00	\$5,235.00	\$7.20	\$12,564.00	\$2.75	\$4,798.75	\$2.75	\$4,798.75	\$2.50	\$4,362.50	\$4.70	\$8,201.50
10	Removal & Disposal of Unsuitable Material	CY	50	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$54.00	\$2,700.00	\$15.00	\$750.00	\$57.00	\$2,850.00	\$38.40	\$1,920.00	\$15.00	\$750.00	\$75.00	\$3,750.00	\$195.40	\$9,770.00
11	Sub-Base Granular Material, Type - C	CY	50	\$60.00	\$3,000.00	\$25.00	\$1,250.00	\$65.00	\$3,250.00	\$20.00	\$1,000.00	\$42.00	\$2,100.00	\$45.60	\$2,280.00	\$15.00	\$750.00	\$75.00	\$3,750.00	\$186.30	\$9,315.00
12	Seeding, IDOT Class 1B, Low Maintenance Lawn Mix	AC	0.32	\$5,200.00	\$1,664.00	\$4,500.00	\$1,440.00	\$2,800.00	\$896.00	\$2,000.00	\$640.00	\$17,187.50	\$5,500.00	\$5,400.00	\$1,728.00	\$7,500.00	\$2,400.00	\$12,000.00	\$3,840.00	\$18,619.00	\$5,958.08
13	Traffic Guard Double Post - Collapsible & Locking	EA	2	\$1,100.00	\$2,200.00	\$1,850.00	\$3,700.00	\$3,200.00	\$6,400.00	\$1,300.00	\$2,600.00	\$1,100.00	\$2,200.00	\$2,214.00	\$4,428.00	\$2,200.00	\$4,400.00	\$2,750.00	\$5,500.00	\$6,166.00	\$12,332.00
14	Erosion Control Blanket	SY	1,500	\$1.90	\$2,850.00	\$2.00	\$3,000.00	\$1.50	\$2,250.00	\$2.00	\$3,000.00	\$2.70	\$4,050.00	\$1.32	\$1,980.00	\$2.50	\$3,750.00	\$5.00	\$7,500.00	\$4.10	\$6,150.00
15	Silt Fence Inst. & Removal	LF	1,500	\$3.35	\$5,025.00	\$2.50	\$3,750.00	\$3.00	\$4,500.00	\$3.00	\$4,500.00	\$4.40	\$6,600.00	\$2.40	\$3,600.00	\$1.00	\$1,500.00	\$6.00	\$9,000.00	\$4.40	\$6,600.00
AS READ				\$73,596.25		\$75,000.00		\$86,386.00		\$86,422.50		\$96,763.50		\$109,094.95		\$109,173.75		\$139,255.00		\$192,000.00	
TOTAL				\$73,596.25		\$75,000.00		\$86,386.00		\$86,422.50		\$97,063.50		\$109,094.95		\$109,173.75		\$139,255.00		\$192,000.00	
ALTERNATE NO. 1				Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
16	Hot Mix Asphalt Surface Course, Mix D, N50, 2"	TON	95	\$125.00	\$11,875.00	\$125.00	\$11,875.00	\$145.00	\$13,775.00	\$175.00	\$16,625.00	\$157.00	\$14,915.00	\$144.00	\$13,680.00	\$120.00	\$11,400.00	\$210.00	\$19,950.00	\$244.20	\$23,199.00
Total Including Alternate				\$85,471.25		\$86,875.00		\$100,161.00		\$103,047.50		\$111,978.50		\$122,774.95		\$120,573.75		\$159,205.00		\$215,199.00	

RESOLUTION 2019 - ___ - R

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC. FOR THE CONSTRUCTION OF THE BARTLETT/IDNR BICYCLE PATHS

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: That the total bid for the Village's Bartlett/IDNR Bicycle Paths Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Schroeder Asphalt Services, Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$85,471.25.

SECTION TWO: That the Bartlett/IDNR Bicycle Paths Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

SECTION THREE: The Village President and Village Clerk are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

SECTION FOUR: SEVERABILITY. The various provision of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED February 19, 2019

APPROVED February 19, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - ___-R, enacted on February 19, 2019, and approved on February 19, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



THE VILLAGE OF
BARTLETT

SPECIFICATIONS,
PLANS, CONTRACT
PROPOSAL FOR
THE IMPROVEMENT OF

**VILLAGE OF BARTLETT/IDNR
BICYCLE PATHS**

January 2019

PROPOSAL SUBMITTED BY

Schroeder Asphalt Services, Inc.
CONTRACTORS NAME

P.O. Box 831
STREET

Huntley, IL 60142
CITY STATE ZIP CODE

| RETURN WITH BID |



THE VILLAGE OF
BARTLETT

NOTICE TO BIDDERS

COUNTY

Cook/DuPage/Kane LOCAL AGENCY
Village of Bartlett

RETURN WITH BID

Time and Place of Bid Opening

Sealed proposals for the improvement described below will be received at the Village of Bartlett main office **228 S. Main Street, Bartlett, Illinois 60103**. Proposals will be opened and read publicly at 10:00 A.M. Wednesday, January 16, 2019 at the Village of Bartlett main office **228 S. Main Street, Bartlett, Illinois 60103**.

Description of Work

There are two different paths to be constructed for this project. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second a 10' wide and 676' length fine aggregate path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park path. The general location for the project is north of Stearns Road and East of Illinois Route 25.

Bidders Instructions

Plans and Specifications will be available on the Village website, in the "Bids and RFPs" Section: <https://www.village.bartlett.il.us/how-do-i-view/bids-and-rfps> (sign-in required). For answers to any questions you may contact Public Works at 630-837-0811.

All proposals must be accompanied by a proposal guaranty as outlined in the General Conditions 1, Section 4.

The Village reserves the right to waive technicalities and to reject any or all proposals for the following reasons:

- (A) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (B) Evidence of collusion among bidders.
- (C) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Village, out of proportion to the bid

prices for other items.

- (D) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (E) If the proposal form is other than that furnished by the Village; or if the form is altered or any part thereof is detached.
- (F) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (G) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (H) If the proposal is not accompanied by the proper proposal guaranty.
- (I) If the proposal is prepared with other than ink or typewriter.

Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

- Cover Sheet
- Notice to Bidders
- Schedule of Prices
- Signature Sheet
- Tax Compliance Affidavit
- Bid Rigging Certification
- Sexual Harassment Certification
- Project Reference

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as herein after provided.

Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The village will, in no case be responsible for any cost, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

The bidder shall take no advantage of any error omission in the proposal and advertised contract.

All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders in a sealed envelope indicating its contents. Proposals received after the time specified will be returned to the bidder unopened.

Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

SPECIFICATIONS FOR BIKE PATH CONSTRUCTION

This work shall be performed according to the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted January 1, 2018 and subsequent revisions thereto.

LOCATION OF WORK:

The project is located within the Village of Bartlett north of Stearns Road and east of Illinois Route 25.

DESCRIPTION OF WORK:

There are two different paths to be constructed for this project. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second a 10' wide and 676' length fine aggregate path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park path. The general location for the project is north of Stearns Road and East of Illinois Route 25.

NOTICE:

The Contractor shall notify Public Works at (630) 837-0811 between the hours of 8:30 AM to 4:00 PM Monday thru Friday. A forty-eight (48) hour notice is required before work is to begin. The contractor shall begin work within ten (10) days after a pre-construction meeting has taken place.

PRE- CONSTRUCTION CONFERENCE:

A pre-construction conference will be held at the Public Works Office, 1150 Bittersweet Drive. The items discussed will include scheduling, work hours, contact persons, payouts, construction traffic and safety issues that will be impacted by construction.

COMPLETION DATE

All project work on property owned by IDNR must be completed by April 15, 2019 and all project work on Village owned property shall be completed by June 15, 2019 unless additional time is granted. If the contractor fails to complete the project by the completion date, the contractor may be assessed liquidated damages in accordance with Section 108.09 of the Standard Specifications.

SP-1 CLEARING AND GRUBBING

Description: The work under this specification shall consist of the clearing, grubbing, and disposal of trees, snags, logs, brush, stumps, shrubs, and rubbish from the designated areas beyond the limits of "Earth Excavation", which such clearing and grubbing is

incidental to the pay item. In some instances, clearing and grubbing may include removal of concrete, wood or steel posts.

Trees, shrubs, sod and other vegetation designated to remain undisturbed shall be protected from damage throughout the construction period. The Contractor shall be responsible for the repair or replacement of vegetation damaged by the Contractor's operations.

Earth fill, stockpiling of materials or vehicle parking shall not be allowed within the area of the drip line of the protected vegetation. Vegetation damaged due to disturbances under the drip line shall be replaced by the Contractor. Replacement vegetation must be of the same species, size and condition unless a substitution is approved by the Engineer.

Any superficial damage such as cuts, skins, scrapes or bruises to the bark of protected vegetation shall be carefully trimmed and treated using locally acceptable procedures.

Limbs or branches, one half ($\frac{1}{2}$ ") inches or greater, which are broken or otherwise severed during construction, shall be cut flush at the base of the limb/branch.

Roots, one inch (1") or greater, which are broken or otherwise severed during construction, shall have their ends cut smoothly and perpendicular to the root.

Roots exposed during excavation or other operations shall be covered with moist soil as soon as possible to prevent the roots from drying out.

The limits of the areas to be cleared and grubbed will be marked by flags, stakes, tree markings or other suitable method.

Materials removed during the clearing and grubbing operations will be disposed of off-site. The Contractor is responsible for complying with all applicable local, state or federal regulations.

Measurement and Method of Payment: Clearing and grubbing will be paid for at the contract unit price LUMP SUM for CLEARING AND GRUBBING. The area will be measured in place and will be the limits of earth excavation. Clearing and grubbing within the limits of earth excavation and embankment is included in the cost and payment.

SP-2 CONSTRUCTION LAYOUT

This work shall be in conformance with the "Special Provision for Construction Layout Stakes" in the SSRCP and shall be considered incidental to the cost of the project.

SP-3 CRUSHED GRAVEL SCREENINGS SURFACE COURSE/PREMIUM PATH MIX

Description: This work shall be in accordance with Article 402 in the *Standard Specifications* except as modified herein. This material is to be placed where there is an aggregate path. The screenings shall be similar to FA-21 and shall match the lab gradations as produced by Thelen Sand & Gravel, Inc. Aggregate Source number 50970-01 dated October 18, 2013 and approved by the Village of Bartlett.

Method of Measurement: The path will be measured on a square yard basis. The thickness of the aggregate path mix will be 4".

Basis of Payment: This work shall be paid for at the contract unit price per square yard of CRUSHED GRAVEL SCREENINGS SURFACE COURSE.

SP-4 MOBILIZATION

Description: All work, materials and equipment will conform to Sections 671 of the Standard Specifications. The work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

Measurement and Payment: This work will be paid for at the contract unit price Lump Sum for MOBILIZATION.

SP-5 STABILIZED CONSTRUCTION ENTRANCE

Description: The work shall consist of furnishing, installing, maintaining, and removing a stabilized construction entrance of aggregate fill underlain with filter fabric as shown on the plans or directed by the Engineer. The minimum length and width shall be 100 feet and 25 feet respectively. Any surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this shall be considered incidental to the stabilized construction entrance.

Materials: Materials for aggregate fill shall meet the requirements of Section 1004 of the Standard Specifications. The aggregate materials shall be gradation CA-3. Filter fabric placed under the aggregate fill shall conform to the requirements of Section 1080.03 of the Standard Specifications.

Foundation Preparation: The foundation for aggregate fill shall be stripped to removed vegetation and other unsuitable materials or shall be excavated as specified. Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and test pits or other cavities shall be filled with compacted earth fill of approximately the same kind and density as the adjacent foundation material. Rock foundation surfaces shall be cleared of all loose material not conforming to the specifications for the aggregate fill material. The aggregate fill shall not be placed until the foundation preparation is completed and the foundation and excavations have been inspected and approved by the Engineer or the Village of Bartlett.

Aggregate Placement: The aggregate fill shall be dumped and spread into position over the filter fabric in approximately horizontal layers not to exceed twelve (12) inches in thickness. It shall be placed in a manner to produce a reasonably homogeneous stable fill that contains no segregated pockets of large or small fragments or large unfilled spaces caused by bridging of the larger rock fragments. No compaction is required beyond that resulting from the placing and spreading operations.

Maintenance: Maintenance of this item may include cleaning, reshaping/ grading as well as

additional aggregate at the direction of the Engineer. Maintenance shall be included in the cost of this pay item. The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right of way must be removed immediately.

Measurement and Payment: The work shall be paid for at the contract unit price per Square Yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall include excavation, bedding, aggregate fill, filter fabric, placing and compacting, labor, tools, equipment, maintenance and incidentals required to complete the work as specified.

SP-6 EARTH EXCAVATION AND PLACEMENT

Description: All work, materials, and equipment shall conform to applicable portions of Section 202 of the Standard Specifications except as modified herein or on the plans. This work shall consist of the excavation, transportation and placement of suitable excavated material including channel excavation. The excavated earth material is to be transported and placed at the locations designated onsite and any excess material shall be removed at the contractor's expense. Earth excavation will include the excavation of unsuitable or unstable material including asphalt, concrete, stone or combination thereof.

Measurement and Payment: This work shall be paid for the quantities shown on the plans at the contract unit price per Cubic Yard for EARTH EXCAVATION AND PLACEMENT which price shall include excavation, placing, labor, tools, equipment and incidentals required to construct to the lines, grades and dimensions as indicated on the plans. No further measurement will be required.

SP-7 TOPSOIL EXCAVATION AND PLACEMENT

Description: All work, materials, and equipment shall conform to applicable portions of Section 211 of the Standard Specifications except as modified herein or on the plans. This work shall consist of the excavation, transportation and placement of suitable excavated topsoil.

The topsoil is to be excavated to a depth of 6-inches or finished subgrade elevation (whichever is shallower) from areas shown on the plans. The excavated topsoil is to be transported and placed to a depth of 12-inches at the locations designated in the plans or as specified by the Village of Bartlett. All suitable earth material shall remain onsite unless directed otherwise by the Village of Bartlett.

Stock piles of topsoil are to be located in areas designated by the Village of Bartlett or Engineer. If the stockpiles are to remain in place for more than 3 calendar days, erosion and sediment protection must be provided around the stock pile.

Measurement and Payment: This work shall be measured in place in cubic yards per Article 211.07(c). This work shall be paid for at the contract unit price per Cubic Yard for TOPSOIL EXCAVATION AND PLACEMENT. The price shall include all labor, equipment, materials and incidentals necessary to complete the work as described herein.

SP-8 SUB-BASE GRANULAR MATERIAL, TYPE C

Description: This work shall be in accordance with Article 311 in the *Standard Specifications* except as modified herein. Sub-base granular material is to be placed where unsuitable soil is encountered along the path limits.

Full depth subgrade undercut should occur at limits determined by the Engineer. The sub-base granular material, type C shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

Removal and disposal of the unsuitable material shall be paid for as, "REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL", in accordance with Article 202 of the *Standard Specifications*.

SP-9 PERIMETER EROSION BARRIER/SILT FENCE

Description: All work, materials, and equipment shall conform to applicable portions of Section 280 of the *Standard Specifications* except as modified herein or on the plans.

Measurement and Payment: This work will be measured for payment in place in feet. This work will be paid for at the contract unit price per Foot for PERIMETER EROSION BARRIER.



THE VILLAGE OF
BARTLETT

PROPOSAL

COUNTY Cook/DuPage/Kane
LOCAL AGENCY Village of Bartlett

RETURN WITH BID

- 1.) Proposal:

There are two different paths to be constructed for this project. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second a 10' wide and 676' length fine aggregate path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park path. The general location for the project is north of Stearns Road and East of Illinois Route 25.
- 2.) The plans for the proposed work were prepared by the Village of Bartlett Public Works Engineering Department.
- 3.) The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions" hereto, adopted January 1, 2018.
- 4.) The undersigned agrees to complete the work on property owned by IDNR by April 15, 2019 and all project work on Village owned property shall be completed by June 15, 2019 unless additional time is granted in writing.
- 5.) Each bid shall be accompanied by a Bid Bond, certified check, cashier's check, or bank draft in an amount equal to 10% the bid amount, made payable to the Village to guarantee that if the bid is accepted, the bidder will furnish a Performance Bond and Payment Bond or Irrevocable Letter of Credit of not less than 110% of the Contract Sum in accordance with the Agreement ("Payment and Performance Bonds") and shall execute said Agreement within fifteen (15) days of the award of the contract. In the event the bidder fails to furnish such Payment and Performance Bonds or Irrevocable Letter of Credit and/or execute the Contract Documents within said fifteen days, the amount of the check or Bid Bond shall be forfeited to the Village as liquidated damages.
- 6.) If this proposal is accepted and the undersigned fails to execute a contract as required, it is hereby agreed that the bid bond/security shall be forfeited to the Village.
- 7.) Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 8.) A bid will be declared unacceptable if neither a unit price nor total price is shown.
- 9.) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the Village, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization or a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or Local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
- 10.) The undersigned submits herewith the schedule of prices covering the work to be performed.

SUMMARY OF QUANTITIES

VILLAGE OF BARTLETT/IDNR BICYCLE PATHS

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	MOBILIZATION/DEMobilIZATION - CONTRACT ADMINISTRATION	L.SUM	1	2,800.00	2,800.00
2	CLEARING AND GRUBBING	L.SUM	1	5,800.00	5,800.00
3	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	2,000.00	2,000.00
4	TOPSOIL EXCAVATION AND PLACEMENT	C.Y.	190	18.00	3,420.00
5	EARTH EXCAVATION AND PLACEMENT	C.Y.	450	18.00	8,100.00
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	S.Y.	1,745	1.25	2,181.25
7	AGGREGATE BASE COURSE, TYPE B CA-6, 8" (aggregate trail)	S.Y.	1,745	10.70	18,671.50
8	CRUSHED GRAVEL SCREENING, PREMIUM TRAIL MIX, 2"	S.Y.	1,745	6.75	11,778.75
9	SHAPING AND GRADING TRAIL	S.Y.	1745	1.35	2,355.75
10	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	50	35.00	1,750.00
11	SUB-BASE GRANULAR MATERIAL, TYPE C	C.Y.	50	60.00	3,000.00
12	SEEDING, IDOT CLASS 1B, LOW MAINTENANCE LAWN MIX	AC	0.32	5,200.00	1,664.00
13	TRAFFIC GUARD DOUBLE POST - COLLAPSIBLE & LOCKING	EACH	2	1,100.00	2,200.00
14	EROSION CONTROL BLANKET	S.Y.	1500	1.90	2,850.00
15	SILT FENCE INST. AND REMOVAL	L.F.	1500	3.35	5,025.00
				TOTAL	73,596.25

ALTERNATE NO. 1 HOT MIX ASPHALT SURFACE COURSE

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
16	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2"	TON	95	125.00	11,875.00
				ALT. TOTAL	11,875.00



THE VILLAGE OF
BARTLETT

SIGNATURES

RETURN WITH BID

IF AN INDIVIDUAL:

Signature of Bidder _____

Business Address _____

IF A CORPORATION:

Corporate Name Schroeder Asphalt Services, Inc.

Business Address P.O. Box 831, Huntley, IL 60142

Signed By *Ronald Schroeder*
(President)

Insert Names
Of Officers

President Ronald Schroeder

Secretary Grace Foss

Treasurer Ronald Schroeder



Corporate Seal

Attest *Grace A. Foss*
(Secretary)

IF A PARTNERSHIP:

Firm Name _____

Business Address _____

Signed By _____

Insert Names and Address
of all Partners:



IF AN LLC:

Company Name _____

Business Address _____

Signed By _____
(Manager)

Insert Names and Address
of all Managers and
any Officers





AFFIDAVIT OF EXPERIENCE/MINIMUM QUALIFICATION DOCUMENTATION

(This Affidavit must be executed)

STATE OF Illinois }

COUNTY OF McHenry SS:

Ronald Schroeder being duly sworn, says that he/she is

President of Schroeder Asphalt Services, Inc.
(Sole owner, partner, corporate officer or manager) (Individual, firm, corporate name)

and states that attached hereto is an accurate list of at least three (3) projects that are similar in size, scope, cost and complexity to the Project Work that the bidder has completed in the last three (3) years, at least three (3) of which were performed for a municipality, park district, school district or another unit of local government, and that the information included on the attached table or separate sheets listing least three (3) such projects by name, owner, contact, phone number, contract sum and date of completion is true and accurate.


Affiant

Subscribed & sworn to before me
This 16th day of January, 2019


Notary Public

OFFICIAL SEAL
JENNIFER L. GRIEBEL
Notary Public - State of Illinois
My Commission Expires 4/03/2021

Sub-Contractor and Supplier List

(Failure to complete may result in disqualification of Bid.)

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested in writing and approved by the Owner one (1) week prior to the start of the work that is involved.

Sub-Contractor

(Including Address & Phone Numbers)

Work Performed

Reliable Landscaping
6604 Goldhaber Lane
Plainfield, IL 60586

Landscaping

Clean Cut Tree Service
31069 North IL Rt 83
Grayslake, IL 60030

Clearing & Grubbing

Material Supplier

Allied Asphalt
Traffic Guard

Material Supplied

Asphalt
Double Post

Company Name: Schroeder Asphalt Services, Inc.

Bidder's Signature: Ronald Schroeder

/Ronald Schroeder, President
Title

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of Schroeder Asphalt Services, Inc. (Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the Internal Revenue Service.


Signature Ronald Schroeder, President

STATE OF ILLINOIS

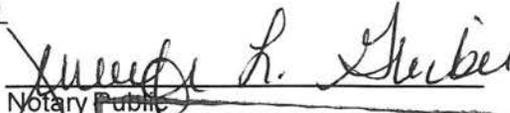
SS.

COUNTY OF McHenry

—

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ronald Schroeder appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Schroeder Asphalt Services, Inc. (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Schroeder Asphalt Services, Inc. (Company).

Dated: January 16, 2019


Notary Public

OFFICIAL SEAL
JENNIFER L. GRIEBEL
Notary Public - State of Illinois
My Commission Expires 4/03/2021

**CERTIFICATION THAT BIDDER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS**

The undersigned hereby certifies that _____ (Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to the Village of Bartlett, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: January 16, 2019

Schroeder Asphalt Services, Inc.
(Print Name of Bidder/Company)

Ronald Schroeder
(Signature of Authorized Officer)

Ronald Schroeder
(Printed Name of Signatory)

President
(Title of Signatory)

STATE OF ILLINOIS)
)
COUNTY OF McHenry) SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ronald Schroeder appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Schroeder Asphalt Services, Inc. (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Schroeder Asphalt Services, Inc. (Company).

Dated: January 16, 2019

Jennifer L. Griebel
Notary Public



**CERTIFICATION THAT BIDDER HAS ADOPTED
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY
AND REGARDING SUBSTANCE ABUSE PREVENTION PROGRAM**

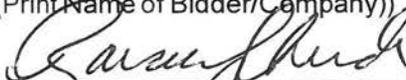
The undersigned hereby certifies that Schroeder Asphalt Services, Inc. (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

Schroeder Asphalt Services, Inc.
(Print Name of Bidder/Company))


(Signature of Authorized Officer)

Ronald Schroeder
(Printed Name of Signatory)

President
(Title of Signatory)

STATE OF ILLINOIS

COUNTY OF McHenry

SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ronald Schroeder appeared before me this day in person and, being first duly sworn On oath, acknowledged that he/she is authorized to act on behalf of Schroeder Asphalt Services, Inc. (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Schroeder Asphalt Services, Inc. (Company).

Dated: January 16, 2019


Notary Public
OFFICIAL SEAL
JENNIFER L. GRIEBEL
Notary Public - State of Illinois
My Commission Expires 4/02/2021

SCHROEDER

ASPHALT SERVICES, INC.

P.O. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

JOB REFERENCES

Company: School District U-46
Name: West Parking Lot and Driveway Improvements
at Streamwood High School
Amount: \$1,149,975.00 / Completion 2016
Engineer: Hampton, Lenzini and Renwick, Inc.
Jeff Meindl
847/697-6700
jmeindl@hlreng.com

Company: Village of Mundelein
Name: 2017 Roadway Resurfacing & Pathway Improvement Program
Amount: \$572,472.25 / Completion 2017
Engineer: Gewalt Hamilton Associates, Inc.
John Briggs
847/478-9700
jbriggs@gha-engineers.com

Company: Village of Gurnee
Name: Knowles Road Pedestrian Path (Project #8357)
Amount: \$157,378.80 / Completion 2018
Engineer: Village of Gurnee
Nicholas Leach
847/599-7586
nleach@village.gurnee.il.us

Company: Wheaton Park District
Name: 2016 Asphalt Paving Projects
Amount: \$27,260.00 / Completion 2016
Engineer: Brian Morrow
630/510-4975
bmorrow@wheatonparks.org

Company: Village of Lake in the Hills
Name: 2018 Bike Path Resurfacing
Amount: \$32,887.00 / Completion - 5/31/18
Engineer: Village of Lake in the Hills
Guy Fehrman
847/960-7500
lfehrman@lith.org

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices
1411n Opus Place, Ste. 450

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Downers Grove, IL 60515

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

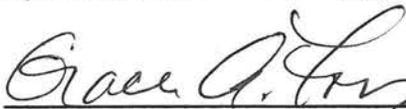
Village of Bartlett / IDNR Bicycle Paths

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2019



(Witness)

Schroeder Asphalt Services, Inc.

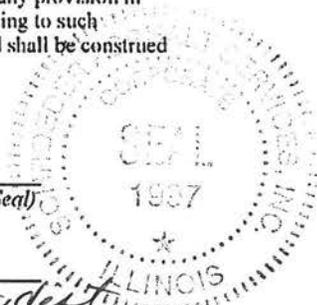
(Principal)

By



(Title) Ronald Schroeder, President

(Seal)



Hudson Insurance Company

(Surety)

(Seal)

By



(Title) Kevin J. Scanlon Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Kevin J. Scanlon Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose

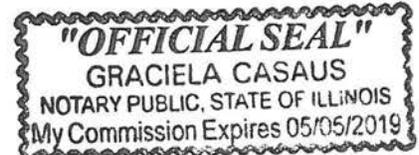
name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in

said County, this 16th day of January, 2019.



A handwritten signature in cursive script that reads "Graciela Casaus".

Notary Public

Graciela Casaus

My Commission expires: May 5, 2019

Bond No. Bid Bond



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 14th day of December, 2017 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

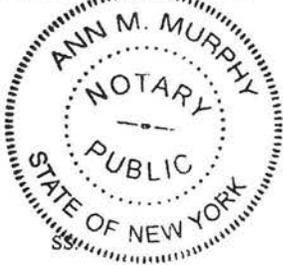
HUDSON INSURANCE COMPANY

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY, Notary Public, State of New York, No. 01MU6067553, Qualified in Nassau County, Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of January, 2019.

(Corporate seal)



By: Dina Daskalakis, Secretary

**VILLAGE OF BARTLETT/IDNR BICYCLE PATHS
PROJECT AGREEMENT**

This Water Main Replacement Project Agreement (the "Agreement") is entered this 19 day of February, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Schroeder Asphalt Services, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

a. For the construction of two different paths. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second, a 10' wide and 676' length asphalt path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park Path.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 31, 2019.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Prices"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to

the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings

and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope and Limits of Insurance

a. Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence with a general aggregate limit no less than \$2,000,000.
- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

- b. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

2. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insurer or the Owner.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to

liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later edition used.)

- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.
- d. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence CG 04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

4. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

- a. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of the work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the Village Administrator for review.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the Owner.

6. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor

of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Workers' Compensation coverage.

7. Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

8. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 28 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

I. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing

rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration

work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional

compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human

Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations

and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

Schroeder Asphalt Services, Inc.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____