

VILLAGE OF GILBERTS

RESOLUTION 18-2021

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH PATRIOT PAVING FOR THE 2021 CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$14,500

WHEREAS, the Village of Gilberts ("Village") intends to conduct a roadway crack sealing program as part of street maintenance operations; and

WHEREAS, the Village has been able to utilize the Lake County Municipal League Joint Bid for crack sealing, which was let and awarded to Patriot Paving;

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Patriot Paving for the 2021 Crack Sealing Program in amount not to exceed \$14,500.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 6 day of July 2021.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Brandon Coats	✓	_____	_____	_____
Trustee Dan Corbett	✓	_____	_____	_____
Trustee Lou Hacker	_____	_____	✓	_____
Trustee David LeClerq	_____	_____	✓	_____
Trustee Justin Redfield	✓	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____


APPROVED THIS 6 DAY OF July, 2021

Resolution No. 18-2021




Guy Lambetti, Village President

ATTEST:


Courtney Baker, Village Clerk



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 21046

For:

Crack Sealing

With:

**Patriot Pavement Maintenance, Inc.
825 Seegers Road
Suite F
Des Plaines, IL 60016**

Illinois Prevailing Wage Act Applies To This Work

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Patriot Pavement Maintenance, Inc. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement (“Agreement” or “Contract”) is to perform crack sealing in the Village of Wilmette (“Village”) (“Crack Sealing” or “Work”) per the Specification shown in Attachment One (“Attachment One”) and Attachment Two (“Attachment Two”) of this document. The Agreement is for the quote offered by Patriot Pavement Maintenance, Inc. (“Contractor”) to the Village.

2. This Addendum is made pursuant to the quote dated 02/03/2021 and the MPI Bid dated 03/12/2019 attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed \$26,000.00, including expenses. The total compensation to the Contractor shall be based upon the actual amount of Work performed times the unit prices in Attachment One.

5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

Payment to Contractor will be made in accordance with the Payments and Withholdings section of Attachment Two. Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in Attachment One and Attachment Two.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

7. Title and Risk of Loss. Title to the materials shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

8. Warranties. Contractor agrees to provide warranty coverage per Attachment One and Attachment Two, and to cooperate with Village in the event Village makes any warranty claim.

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.

10. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

11. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

12. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

13. Timing of Work. The Contractor shall begin work on or about April 12, 2021 and complete the Work within ten (10) working days of the start date. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

14. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. Relationship of the Parties. The Contractor shall act as an independent Contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

16. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

17. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

19. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand

delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Contractor</u>	<u>Village</u>	<u>with a copy to:</u>
Patriot Pavement Maintenance, Inc.	Director	Corporation Counsel
825 Seegers Road, Suite F	Engineering & Public Works	Village of Wilmette
Des Plaines, IL 60016	1200 Wilmette Avenue	1200 Wilmette Ave
	Wilmette, IL 60091	Wilmette, IL 60091

21. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

23. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. Illinois Prevailing Wage Act. All Contractors and subcontractors must pay prevailing wages as required by the Illinois Prevailing Wage Act (“IPWA”) (820 ILCS 130/01. et. seq.). The IPWA requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits in the locality where the work is done for the craft or type of worker or mechanic needed on the project.

The Contractor and subcontractors shall submit certified payroll reports to the Illinois Department of Labor’s (“IDOL”) “Electronic Database” as required by the IPWA (820 ILCS 130/5 et. seq.). The Contractor and subcontractors are responsible for ensuring their understanding and compliance with all aspects of the IPWA.

Pursuant to the IPWA, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Agreement.

If the prevailing wage rates are revised by IDOL at any time during the term of this Agreement, the revised prevailing wage rates shall apply to the Work performed pursuant to the Agreement, and all Contractors and subcontractors shall pay their employees in accordance with the new prevailing wage rate. Prevailing wage rate updates can be obtained from IDOL at 900 S. Spring Street, Springfield, Illinois 62704, (217) 782–1710, or on IDOL’s website.

Contractor shall defend and hold harmless the Village, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the IPWA. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

Submission of certified payroll reports to the Village for work performed after April 10, 2020 shall not be considered as compliance with the provisions of the Contract and will no longer be accepted by the Village.

25. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage; and,
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation').

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

26. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

27. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

28. Intellectual Property. Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Contractor, Contractor's employees or Contractor's independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The

Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

29. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

30. Use of Village's Name, Employee Name(s) or Image(s). The Contractor shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

31. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

32. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

33. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

34. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the

provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

35. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

Upon receipt of payments from the Village, Contractor shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such subcontractor's work. Contractor shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

In no case shall the Village's consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

36. Illinois Freedom of Information Act. Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

37. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

38. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

39. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this 27th day of February, 2021

Robert T. Bielinski
Robert T. Bielinski, Village President

Attest: Cliff Ruenimyer
Cliff Ruenimyer, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this 10th day of February, 2021

Matt Sollars
Signature

PRESIDENT
Position/Title

Matt Sollars
Print Name

Patriot Pavement Maintenance
Print Company Name

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Crack Sealing

Patriot Pavement Maintenance, Inc., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are **not** barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Contractor who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Contractor's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
 - 8) Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the 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 in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women 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 underutilized.
- 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, 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. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, 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, 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.
- 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 ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause 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. 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.



ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) **Discrimination in employment prohibited:** (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. **Deemed incorporated in contract:** The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) **Includes independent contractors, etc.:** The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) **Deduction from compensation:** No Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Contractor by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) **Recovery by injured person:** Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) **Violations; punishment:** Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) **To be inscribed in contract:** The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) **Partial invalidity; construction:** The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN): 45-2922022
IL Secretary of State File #: _____
IL Department of Employment Security #: _____
IL Department of Revenue Registration #: _____
IL Department of Professional Regulation #: _____

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: *Matt S*
(Signature)

By: Matt Sollans
(Print Name and Title)

d/b/a Patriot Pavement Maintenance

Business address: 825 Seegers Rd
Des Plaines, IL 60016

Business Phone #: 847-813-9034

Cell Phone #: 847-456-6110

E-Mail Address: Matt@patriotpavement.net

ATTACHMENT ONE
CONTRACTOR'S PROPOSAL DATED 02/03/2021 & MPI BID DATED 03/12/2019



PATRIOT PAVEMENT MAINTENANCE

825 Seegers Rd. Suite F
Des Plaines, IL 60016
847-813-9034
www.patriotpavement.net
kim@patriotpavement.net

February 3, 2021

Village of Wilmette
1200 Wilmette Ave.
Wilmette, IL 60091

Re: 2021 Crack Sealing Project

Dan,

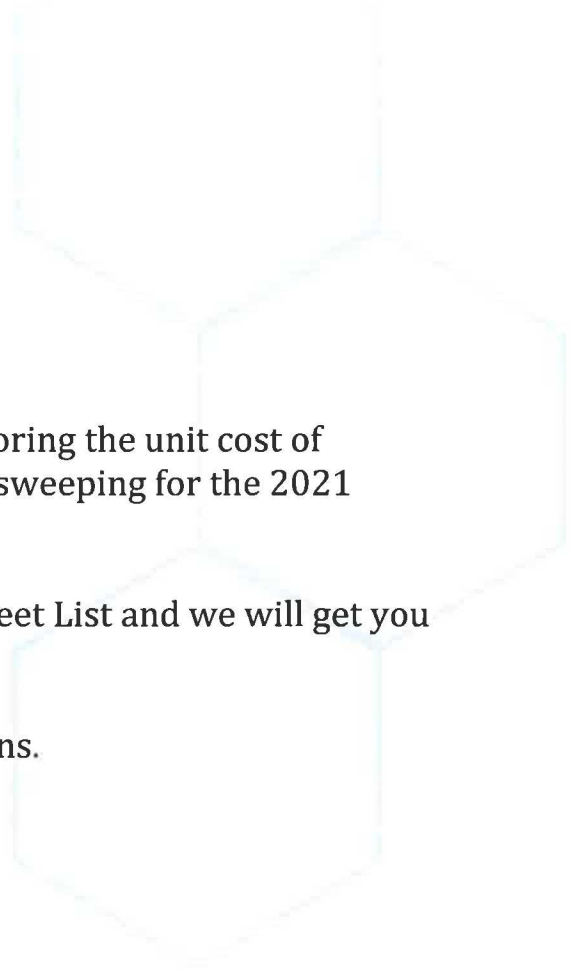
Patriot Pavement Maintenance will be honoring the unit cost of \$1.21 per pound and \$110.00 per hour for sweeping for the 2021 Crack sealing program.

Please forward the Purchase Order and Street List and we will get you scheduled.

Please let me know if you have any questions.

Best Regards,

Matt Sollars, President
Patriot Pavement Maintenance



**VILLAGE OF ARLINGTON HEIGHTS, EVANSTON, GLENVIEW, MT. PROSPECT, NORTHBROOK, ROLLING
MEADOWS, SKOKIE AND KENILWORTH
Bid Tabulation Sheet
2019 CRACK SEALING PROGRAM**

The following bids were publicly opened on March 12, 2019, at 11:00 A.M., in the Village of Arlington Heights Municipal Building, 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005.

BIDDER	Bid Bond	Hot Poured Joint Sealer 1 year	Hot Poured Joint Sealer 2 year	Hot Poured Joint Sealer 3 year	Fiber Modified 1 year	Fiber Modified 2 year	Fiber Modified 3 year
SKC Construction West Dundee, IL	Yes	1.35 lb.	\$1.41 lb.	\$1.45 lb.	1.27 lb.	1.32 lb.	1.40 lb.
Denler Inc. Joliet, IL	Yes	1.255 lb.	1.29 lb.	1.33 lb.	1.42 lb.	1.45 lb.	1.48 lb.
Patriot Pavement Des Plaines, IL	Yes	1.15 lb.	1.19 lb.	1.21 lb.	1.18 lb.	1.19 lb.	1.21 lb.

Notice: This is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review.

INVITATION FOR BIDS

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING SERVICES

FOR THE MUNICIPALITIES OF:

**Arlington Heights, Evanston, Glenview, Kenilworth, Mount Prospect,
Northbrook, Rolling Meadows, and Skokie**

PROPOSAL GUARANTY:

5% OF TOTAL ANNUAL BID PRICE (CASHIERS/CERTIFIED CHECK OR BID BOND)

PERFORMANCE BOND:

100% OF TOTAL PROPOSAL

DATE AND TIME DUE:

MARCH 12, 2019 @ 11:00 A.M. AT 33 S. ARLINGTON HEIGHTS RD.

CONTACT PERSON:

PAULA KERELUK, PURCHASING COORDINATOR

**VILLAGE OF ARLINGTON HEIGHTS
33 SOUTH ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
847.368.5000**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received by the Finance Department at 33 S. Arlington Heights Road, Arlington Heights, IL 60005 until 11:00 a.m. on March 12, 2019 and then at said office publicly opened and read aloud for the following:

REQUEST FOR BID: CRACK SEALING SERVICES FOR THE MUNICIPALITIES OF:

Arlington Heights, Evanston, Glenview, Kenilworth, Mount Prospect, Northbrook, Rolling Meadows, and Skokie.

Scope of work includes: routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Municipalities.

Plans, specifications and bid forms may be obtained at Village of Arlington Heights, Finance Department, 33 S. Arlington Heights Rd, Arlington Heights, IL 60005

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Arlington Heights for not less than five percent (5%) of the first year total bid price.

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

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Arlington Heights reserves 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.

COPIES: One (1) original & eight (8) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Patriot Pavement Maintenance
 Address: 825 Seegers RD Des Plaines
 City, State, Zip Code: Ill 60016

Crack Sealing Services

I. BASE BID ITEMS

A. CRACK SEALANT FOR ASPHALT/CONCRETE

Material provided will be as specified by the Illinois Department of Transportation: Standard Specifications for Road and Bridge Construction, Adopted January 1, 2016 or latest edition and the Illinois Department of Transportation: Supplemental Specifications and Recurring Special Provisions, Adopted January 1, 2018 or the latest edition.

	Description	Unit	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
1	Hot Poured Joint Sealer (IDOT 1050.02)	Lb.	\$ <u>1.15</u>	\$ <u>1.19</u>	\$ <u>1.21</u>
2.	Fiber Modified Joint Sealer	Lb.	\$ <u>1.18</u>	\$ <u>1.19</u>	\$ <u>1.21</u>

B. ADDITIONAL PRICING AND DISCOUNTS

	Description	Unit	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
3	Sweeper with disposal at the Municipal facility	Per hour	\$ <u>110.00</u>	\$ <u>110.00</u>	\$ <u>110.00</u>
4	Sweeper with disposal performed by contractor	Per hour	\$ <u>110.00</u>	\$ <u>110.00</u>	\$ <u>110.00</u>
5	Total discount for each municipality willing to provide their own sweeper and disposal	Per town	(\$ <u>-0-</u>)	(\$ <u>-0-</u>)	(\$ <u>-0-</u>)
6	Total discount for each municipality willing to stage equipment at municipal facilities	Per town	(\$ <u>-0-</u>)	(\$ <u>-0-</u>)	(\$ <u>-0-</u>)

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE FIRST YEAR TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Rate 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).

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.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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: Matt Sollars Company Name: Patriot Pavement maint.
 Typed/Printed Name: Matt Sollars Date: 3-12-2019
 Title: President Telephone Number: 847-813-7034
 E-mail: Matto@PatriotPavement.net

1. INTENT

It is the intent of Arlington Heights, Evanston, Glenview, Kenilworth, Mount Prospect, Northbrook, Rolling Meadows, and Skokie to jointly bid roadway crack sealing services and award these services to a single contractor ("Contractor").

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, that the bidders will in turn extend to the Municipalities via lower pricing. The Village of Arlington Heights 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.

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

2. PRE-BID CONFERENCE

A Pre-Bid Conference will not be held for this contract.

3. BID PRICE

The Municipalities request fixed pricing for three years of crack sealing services and street sweeping.

The Contractor shall identify a total discount for each Municipality if equipment staging is allowed at municipal facilities.

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

4. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% of the first year total bid to the Village of Arlington Heights to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein. As soon as the bid prices have been compared, the Village of Arlington Heights will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

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

5. ESTIMATED BUDGET

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

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

6. AWARD

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.

Award shall be made by each Municipality on a total lump sum for its portion of the base bid. The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. The Municipalities listed in this document further reserve the right to reject any or all bids. Each year, the individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. TERM

The Agreement shall be in effect for three years from the date of award. The Municipalities listed in this document reserve the right to renew the Agreement for two additional one-year terms, subject to acceptable performance by the Contractor and price identified herein.

Work in each Municipality shall begin in spring, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide crack-sealing services for the Municipalities per the schedule that each Municipality coordinates with the Contractor. Services will be complete by October 31 of each year. The completion date may be extended for a Municipality upon mutual written consent by the Municipality and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a Municipality to appropriate funds in future contract years.

Written requests for price revisions after the first year period shall be submitted at least sixty (60) days in advance of the annual contract period for each Municipality. 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.

8. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and
- 8.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.
- 8.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

9. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the Municipality's Corporate Authorities.

10. CONTACT WITH MUNICIPAL PERSONNEL

All bidders 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 offer if it is found that they 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, Lake County or McHenry County State's Attorney for review and prosecution.

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

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

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

12. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Arlington Heights is the only official source for proposal packages and supporting materials. Registration with the Village of Arlington Heights is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Arlington Heights cannot ensure that bidders who obtain proposal packages from sources other than the Village of Arlington Heights will receive addenda and other notices. All bidders are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their proposal disqualified. In such cases, the Village of Arlington Heights will NOT re-release the project absent extraordinary circumstances.

13. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of Labor Standards Provisions Applicable to Contracts Covering as required under the Illinois Revised Statutes. (1987, Chapter 48, Paragraph 39S-1 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed General Wage Decision prior to the date of the contract shall be in force for the duration of the contract.

14. 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.

Increase penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

15. 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.

16. 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.

17. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- A. Bid pricing
- B. Compliance with specifications
- C. Previous Municipality Experience
- D. Submittal compliance
- E. References
- F. Not currently suspended from participation in any Local, State or Federal Projects

18. AFFIDAVITS

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

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collision
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Current Suspensions (please use Participation Affidavit provided herein)

19. 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 Village of Arlington Heights is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

20. 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 be used.

21. UNBALANCED BIDS

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

The Village of Arlington Heights will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities for asphalt pavement, years two (2) and three (3), the Municipalities reserve the right to reject such bid at the discretion of the Village of Arlington Heights.

22. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract

work at no additional cost to the owner, even though not specifically detailed or mentioned.

23. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: pkereluk@vah.com. Questions are requested prior to the Bid Opening and are required **no later than 11:00 a.m. on the date the bid is due.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. 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 Village recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Agencies are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

24. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

The Village of Arlington Heights Purchasing Coordinator shall decide any disputes concerning a question of fact under this procurement, which is not disposed of by agreement. The decision of the Village of Arlington Heights Purchasing Coordinator or their duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the consultant shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the consultant shall proceed diligently with the performance of the agreement and in accordance with the decision of the Village of Arlington Heights Purchasing Coordinator.

25. 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.

26. RESPONSIVE BID

26.1 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.

26.2 Bidders shall promptly notify the Village of Arlington Heights 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.

27. 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 Municipalities, 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 Arlington Heights shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities 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 Municipalities with all documentation as required in the RFB, and as otherwise

required by the Municipalities including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

28. INSURANCE

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

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

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

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

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

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

Each Occurrence Limit	\$ 2,000,000
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28.5 Umbrella Excess Liability
Special coverage shall be as follows.....\$2,000,000 over primary insurance

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

28.6 Contractor agrees that with respect to the above required insurance:

29.5.1 The CGL policy shall be endorsed for the general aggregate to apply on an basis;

29.5.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.5.3 The Contractor’s insurance shall be primary in the event of a claim.

29.5.4 Each Municipality shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

28.5.5 A Certificate of Insurance that states the **each Municipality** has been endorsed as an "additional insured"

by the Contractor's insurance carrier. Specifically, this Certificate **must** include the following language: "The (municipality's name inserted), 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 reference policy number _____ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."

28.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipalities may purchase such insurance coverages and charge the expense thereof to the Contractor.

29. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipalities participating in this bid 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 attorney's 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 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 of the Contractor.

30. CHANGE IN STATUS

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

31. 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.

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

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

31.3 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.**

31.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). 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 affected Municipality's Purchasing Manager.

31.5 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.

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

32 INVOICES, PAYMENTS, AND QUANTITIES

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

33 PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Arlington Heights Invitation for Bids General Terms & Specifications and the Contractor's Bid Response.

34 JURISDICTION, VENUE, CHOICE OF LAW

This contract 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, the 19th Judicial Circuit Court of Lake County and the 22nd Judicial Circuit Court of McHenry County.

35 NON-ENFORCEMENT BY THE MUNICIPALITIES

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

36 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 Municipality.

37 TERMINATION

The Municipalities reserve the right to terminate this contract, or any part of this contract, 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 contract. 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.

38 CONTRACTOR'S LICENSE

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 Municipality in which the work is performed.

40. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of 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 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.

LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - 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 that 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 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 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, Lake County & McHenry Counties can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

1. SCOPE OF WORK

The Village of Arlington Heights requests bids for roadway crack sealing services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Municipalities participating in this bid. The successful bidder ("Contractor") will provide crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2016 or the latest edition available) and Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019 or the latest edition available)."

2. PROJECT DELIVERABLES / QUANTITIES

The Contractor shall route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the Municipalities per IDOT specifications.

The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing.

A. CRACK SEALANT ESTIMATED BUDGETS

Municipality	Year	Budget
Arlington Heights	2019	\$200,000
	2020	\$200,000
	2021	\$200,000
Evanston	2019	\$80,000
	2020	\$80,000
	2021	\$80,000
Glenview	2019	\$98,587
	2020	\$76,303
	2021	\$105,692
Kenilworth	2019	\$5,000
	2020	\$5,000
	2021	\$5,000
Mount Prospect	2019	\$75,200
	2020	\$76,690
	2021	\$78,220
Northbrook	2019	\$25,000
	2020	\$25,000
	2021	\$25,000
Rolling Meadows	2019	\$25,000
	2020	\$25,000
	2021	\$25,000
Skokie	2019	\$40,000
	2020	\$40,000
	2021	\$40,000
TOTALS:	2019	\$548,787
	2020	\$527,993
	2021	\$558,912
GRAND TOTALS:		\$1,635,692

3. SWEEPING AND COLLECTION OF DEBRIS

Each Municipality will determine if the Contractor will sweep and remove all debris from routing of the cracks or if sweeping and removal of debris will be performed by the Municipality. On the pricing chart, the Contractor shall provide a price per hour for the cost of sweeping and removing all debris from the area.

Each Municipality shall also decide if the Contractor shall be responsible for the disposal of debris from sweeping or if the Contractor is to transport debris to a Municipality facility location as determined by the Director of Public Works or his/her designee. If transported, only debris from crack sealing operation will be allowed to be dumped at the Municipal facility.

Upon completion of sweeping and collection of debris, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.

4. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

For each year of the contract, each Municipality will supply the contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each Municipality will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated feet of cracks for each location.

5. SCHEDULING OF WORK

Each year, the Municipalities shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each Municipality; however, it shall complete the total volume of crack sealing services required by each Municipality within the term specified herein.

The Contractor shall provide crack sealing services for the Municipality's within the construction hours allowed by their local ordinances. For example, for Glenview, the construction hours will be on weekdays, 7:00 am to 7:00 pm; Saturdays, 9:00 am to 6:00 pm; and Sundays, 9:00 am to 5:00 pm. The Municipality may prohibit the Contractor from working on official Municipal holidays as well as religious holidays.

6. CONTRACTOR'S PERSONNEL

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

7. CONTRACTOR'S EQUIPMENT

Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the Municipalities. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the Municipalities, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. The contractor is responsible for all traffic control and this item is incidental to the cost of routing and sealing cracks.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver crack sealing services at the locations specified by each Municipality on the map and list of locations that the Municipality provides to the Contractor.

10. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification. The Contractor shall provide the sample notice to the Municipality 14 calendar days in advance of the planned start of work to allow time for Municipality review and approve of the notice.

11. PRICING

Bidders will provide pricing for this contract per pound of crack sealant to be provided (installed per the specifications contained herein). A bidder's per-pound pricing will include all of its costs, including its costs for materials, installation services, and the providing of advance notice about these services to residences.

Pricing per hour must be submitted for street sweeping with disposal by the Contractor and pricing per hour for street sweeping with disposal at Municipal facility.

The Contractor's pricing will not increase under the optional renewals allowed by this RFB unless written requests for price revisions after the first year period are submitted at least sixty (60) days in advance of the annual contract period for each Municipality. 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.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Patriot Pavement Maintenance
825 Seegers Road
Des Plaines, IL 60016

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
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

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

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

OWNER:

(Name, legal status and address)

Village of Arlington Heights
33 South Arlington Heights
Arlington Heights, IL 60005

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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


Crack Sealing Services

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 12th day of March, 2019



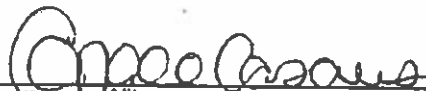
(Principal)

Patriot Pavement Maintenance

(Principal) *(Seal)*

By:  PRESIDENT

(Title)



(Witness) Witness

Hudson Insurance Company

(Surety) *(Seal)*

By: 

(Title) James V. Moore Attorney-in-Fact

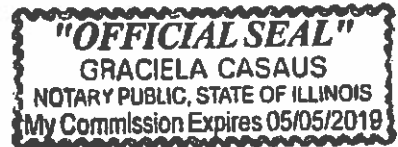


State of IL
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,
do hereby certify that James I. Moore 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 12th day of March, 2019.



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

James I. Moore 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 attested on this 14th day of December, 20 17 at New York, New York.



HUDSON INSURANCE COMPANY

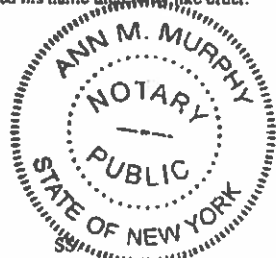
Attest: Dina Daskalakis, Corporate Secretary

By: Michael P. Clifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 14th day of December, 20 17 before me personally came Michael P. Clifone 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 12th day of March, 20 19.

(Corporate seal)



By: Dina Daskalakis, Secretary

CONTRACTOR REFERENCES

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

Municipality: Village of Arlington Hts
 Address: 33 South A.H.R
 City, State, Zip Code: Arlington Hts, IL 60005
 Contact Person/
 Telephone Number: Chester Gorecki - 847-368-5805
 Dates of Service/Award
 Amount: 2018

Municipality: Village of Glenview
 Address: 2498 East Lake Ave
 City, State, Zip Code: Glenview, IL 60025
 Contact Person/Telephone
 Number: Greg Witek - 847-376-0166
 Dates of Service/Award
 Amount: 2018

Municipality: Village of Mount Prospect
 Address: 1700 W. Central Rd
 City, State, Zip Code: Mount Prospect, IL 60056
 Contact Person/Telephone
 Number: Dan Jones - 847-870-5640
 Dates of Service/Award
 Amount: 2018

Municipality: Village of Rolling Meadows
 Address:
 City, State, Zip Code: Rolling Meadows, IL
 Contact Person/Telephone
 Number: Bill Suchecki 847-963-0500
 Dates of Service/Award
 Amount: 2018

Municipality: Village of Skokie
 Address: 5127 Oakton Street
 City, State, Zip Code: Skokie, IL 60077
 Contact Person/Telephone
 Number: Erik Cook - 847-933-8231
 Dates of Service/Award
 Amount: 2018

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 rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) 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 (F) above.

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

By signing this 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.

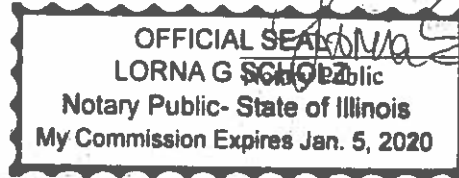
[Handwritten Signature]

President

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

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

Subscribed and Sworn to this 11 day of March, 2019



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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Matt Salter, being first duly sworn,

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

of Patriot Pavement Maintenance
(Contractor)

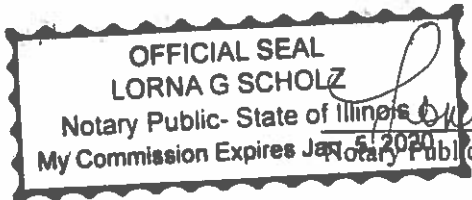
The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly 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.

Matt Salter

(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 11 day of March, 2019



[Signature]

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

CONFLICT OF INTEREST

Patriot Pump Motors, 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 a Municipality identified herein.

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

[Handwritten Signature]

(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 11 day of March, 2019

[Handwritten Signature]
OFFICIAL SEAL
LORNA G SCHOLZ
Notary Public
Notary Public- State of Illinois
My Commission Expires Jan. 5, 2020

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

TAX COMPLIANCE AFFIDAVIT

Matt Gallan, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Patriot Paint Mgmt
(Contractor)

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

Matt Gallan

(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 11th day of March, 2019

Lorna G Scholz
OFFICIAL SEAL
LORNA G SCHOLZ Notary Public
Notary Public- State of Illinois
My Commission Expires Jan. 5, 2020

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: W/A

.....

Name: _____ # Years in Business: _____
 Address: _____ # Years used by Contractor: _____
 Services provided by Sub-Contractor: W/A

.....

Name: _____ # Years in Business: _____
 Address: _____ # Years used by Contractor: _____
 Services provided by Sub-Contractor: W/A

PARTICIPATION AFFIDAVIT

Matt Selzer, 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 President
(Partner, Officer, Owner, Etc.)

of Patriot Paint Maint.
(Contractor)

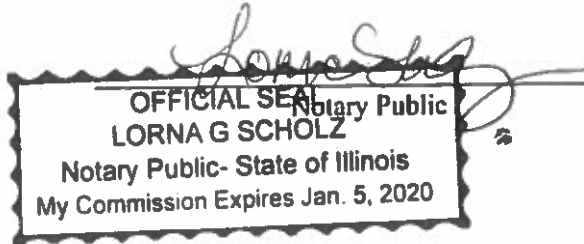
The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended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

Matt Selzer

(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 14th day of March, 2019



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

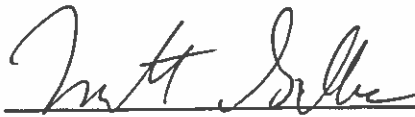
**APPENDIX A
AGREEMENT ACCEPTANCE**

CRACK SEALING SERVICES

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Arlington Heights ("Owner") this 12 day of March, 2019

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: 
Title: President

ATTACHMENT TWO GENERAL CONDITIONS

The following General Conditions are an integral part of and are incorporated into the Agreement.

1. Working Hours

All work shall be performed on Weekdays between the hours of 7:00 a.m. and 7:00 p.m. and Saturdays between 9:00 a.m. and 6:00 p.m., except in the case of urgent necessity as determined by the Village. No work shall be performed on Sundays and the following Village Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (the fourth Thursday and Friday in November), and Christmas Day.

2. Inspections

The Village shall have the right to inspect, or to have inspected by its representative, any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items or work not complying with the Agreement are subject to rejection. Any items or work rejected shall be removed from the site and/or replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the work. Any work or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Contractor's own expense. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the work or material.

Contractor shall not be relieved of its obligations to perform the work in accordance with the Contract either by the actions of the Village or other Village consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3. Coordination of Work

If the Contractor has one or more crews working in the Village, the Contractor shall also have a designated manager level or above representative in the Village and available as an emergency contact by mobile phone within thirty (30) minutes. The representative shall call and provide their name and cell phone number to the Village prior to the start of work.

The representative shall have a complete working knowledge of the specifications of the Work included herein, oversee the work being performed by the Contractor's crews, and meet weekly with a Village employee to inspect and sign-off on the work performed.

In addition, the representative will also have full authority to:

- a. Manage, engage and/or discharge Contractor's employees.
- b. Promptly supply any necessary equipment, materials, or incidentals; and,
- c. Negotiate on the Contractor's behalf and legally commit the Contractor in writing to any changes, additions or deletions to the Work specifications included herein or new Work requested by the Village in writing up to a limit of \$2,500.

4. Additional Work Requirements

a. Job Site Daily Cleanup

Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

b. Equipment and Materials Staging

Contractor shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre-approved by the Village. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site, and the Village shall not be liable for any loss or damage that may occur thereto.

Contractor shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the Village.

c. Water

The Contractor may use certain Village fire hydrants under the following conditions:

- i. The Contractor may fill a non-potable water tanker truck using the metered hydrant located at the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL on Weekdays between the hours of 7:00 a.m. and 2:30 p.m. The Contractor's truck must be equipped with a hydrant hose connection (2.5" port). The Contractor will be required to record water usage in a logbook maintained by staff at the Public Works Yard.
- ii. The Contractor must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Contractor may request a Village-issued water meter and RPZ device from the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL, on Weekdays between the hours of 7:00 a.m. and 2:00 p.m.
 - a. **If a meter is available**, a \$2,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required to obtain a Village meter and RPZ device. The meter loan permits are available online at <https://www.wilmette.com/permits/> or at the Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois, on weekdays between 7:30 a.m. and 4:30 p.m. The \$2,500 deposit will be cashed upon receipt and refunded upon return of the meter and RPZ device, minus any damages to the

hydrant or the meter and RPZ device. The Village has a limited number of meters and RPZ devices.

- b. **If no meters are available**, the Contractor will be responsible for supplying its own meter and RPZ device certified in the past year and approved for use by the Village. The Contractor shall report initial and final meter readings to the Village for all Wilmette water used daily.

- d. Delivery of Equipment and Materials

All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Contractor shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent any materials or equipment will not be used immediately in the construction of the work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

- e. Anti-Idling Policy

To improve air quality and reduce global warming, the Village requests that Contractor inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

- f. Vehicles and Equipment

The Contractor's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work.

5. Prevention of Injury or Damage

a. Safety of Persons

Contractor shall be solely and completely in charge of, and responsible for, maintaining the site and performing the work, so as to prevent accidents or injury to persons performing the work, and to any person on, about, or adjacent to the site where the work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving, or in the vicinity of, overhead and/or underground electrical facilities and utilities. Contractor shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

b. Protection of Public and Private Property

Contractor shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor will be required, without cost to the Village, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to Village and private property and adjoining properties. Contractor will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Contractor and deduct this cost from any payment due the Contractor.

c. Repair of Damage

Upon termination of the Contract, or upon completion of the work, Contractor shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other Village property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

6. Concealed Conditions

- a. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Contractor is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Contractor shall notify the Village and cooperate with the Village to make the required adjustments.
- b. If utility service which is shown on the Drawings is interrupted for any reason, Contractor will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Contractor fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Contractor.
- c. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Contractor, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Contractor.
- d. Contractor shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:
 - i. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract and which were not known by Contractor or could not have been discovered by careful examination and investigation of the site of the proposed work.
 - ii. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the work provided for in the Contract.
 - iii. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work and which were not known by the Contractor and could not have been discovered by careful examination and investigation of the Project site.
 - iv. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Contractor shall continue performance of the work. No claim by

the Contractor for a change in the Contract Amount or Times shall be allowed unless the required written notice is given and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

7. Interpretation of the Work

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract.

8. Contract Changes

a. Changes in Work

The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the Village shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the Village and Contractor by means of a Change Order.

A change order for work is not necessary, and Contractor shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract, or, when the Work was made necessary as a result of an error or omission of the Contractor or any subcontractor.

Contractor shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the Village was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.

b. Change Orders

Any adjustment to the Contract Amount or Contract Time shall be made at the time of ordering a change in the Work. The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

- i. By unit prices named in the Contract or additional unit prices subsequently agreed upon, where no additional amounts for overhead and profit shall be allowed.
- ii. By an amount mutually agreed to by Contractor and the Village as a fixed or percentage fee.
- iii. By agreement on a lump sum proposal submitted by Contractor. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

If none of the above methods are mutually agreed upon, a change may be made by unilateral determination of the Village based upon the reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit, not to exceed ten percent (10%). If this method is utilized, the Contractor shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

- iv. In such case, Contractor shall keep and present an itemized accounting of all materials used, equipment, the cost of labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Worker's compensation insurance), and the fair rental cost of all machinery used for the extra Work for the period of such use. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used for the Work, then the cost of transportation (up to a total maximum of one hundred (100) miles) of such machinery to and from the Project site shall be added to the fair rental value.
- v. Contractor shall not include in the cost of the extra Work any cost or rental of small tools, or any portion of the time of the Contractor or the superintendent, or any allowance for the use of capital, insurance or bond premium or any actual or anticipated profit, or job or office overhead not previously mentioned. These items are considered as being covered under the added amount for general overhead.

Pursuant to the Illinois Criminal Code (720 ILCS 5/33E-9), a Change Order or series of Change Orders which authorize or necessitate a net increase or decrease in the cost of the contract by a total of \$10,000 or more, or an increase or decrease in the time of completion by more than 30 days requires a written determination by the Village supporting the appropriateness of the change. The written determination must state why: the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; the change is germane to the original contract as signed; and the change order is in the best interest of the Village.

9. Suspension

The Village may, at any time, by written notice to the Contractor require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Contractor and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the work by the Village.

10. Correction of Work

- a. Upon receipt of notice, Contractor shall promptly remove from the site and replace any material or correct any defective work or work that fails to conform to the requirements of the Contract, whether completed or not and whether observed before or after Substantial or Final Completion. Contractor shall pay all costs of correcting such work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other work damaged by such removal or replacement.
- b. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any work is found to be defective, Contractor shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective work along with any damage to other work resulting therefrom.
- c. Contractor's obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.
- d. If the Contractor fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A Change Order will then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Contractor or, if no further payments are due to Contractor, then the Contractor's surety will be responsible for said payment.

11. Warranty

- a. Contractor warrants to the Village that all material and equipment 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. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. All warranties for products and materials incorporated into the work shall begin on the date of Substantial Completion.
- b. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of work not done in accordance with Contract 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 and guarantees that the labor, material, and equipment will be free of defects for a period of one (1) year from the date of Substantial Completion unless otherwise provided.
- d. Contractor warrants that no materials or supplies for the work purchased by Contractor or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. Contractor agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Contractor's breach of this Section.

12. Documents

a. Ownership

All drawings, specifications, reports, and any other project documents prepared by the Contractor in connection with any or all the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Contractor shall be the exclusive property of the Village.

Contractor shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Contractor fails to deliver a fully reproducible document. Contractor shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

The provisions of this Section shall survive the expiration, conclusion, and termination of this Contract.

b. Deliverables

Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Contractor pursuant to this Agreement shall be the exclusive property of the Village.

Contractor shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

13. Payment(s), Retainage & Withholdings

a. Submissions of Invoices

Invoices must have the Purchase Order prominently displayed on page 1 of the invoice and shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products.

Invoices shall not be deemed due and owing unless and until the following are submitted:

- i. Updated construction schedule.
- ii. Legally effective release(s) and waiver(s) of lien covering work for which payment is being made.
- iii. Legally effective release(s) and trailing waiver(s) of lien(s) covering work for subcontractors for which prior payment to Contractor has been made.
- iv. Any other documents requested/required by the Village.

b. Contract Line Items

The Contractor is required to complete contract line items to 100% before including the quantity on a pay request.

c. Liquidating Damages

Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in this Contract.

d. Withholding

Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective work or work that does not conform to the Contract; damage for which the Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Contractor to complete the performance of the work; or any other failure by the Contractor to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Contractor either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.

e. Final Payment to Contractor

Upon completion of the work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract and all final certified payroll reports and original final waiver(s) of lien, the Village will pay the Contractor the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Contractor shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor.

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance bond and payment bonds.

14. Technology

Contractor will be provided with one or more Village iPads and accompanying wireless internet access during the performance of the Work. Contractor shall only use the Village provided iPads and wireless internet access when performing the Work outlined herein on behalf of the Village; and in accordance with the Village's policy on computer usage and internet access.

Contractor shall have no expectation of privacy with regards to the use of the iPads, software and wireless internet access provided by the Village.

Contractor will return the iPads to the Village upon request or completion of the Work in the same condition as the iPads were in when checked out by Contractor. The Contractor will be financially responsible for the timely repair or replacement of any iPads provided to Contractor not returned in the same condition as when they were checked out.

END OF DOCUMENT