

**ADVERTISEMENT OF BID  
REPLACING ASPHALT PAVING OF MAIN PARKING  
LOTS AT NORTH BEACH, LOCATED AT 105 NORTH SHORE DRIVE, SOUTH  
BEACH, LOCATED AT 6007 LAKEVIEW DRIVE, SOUTH PARK, LOCATED AT 205 NORTH  
SHORE DRIVE, NORTH PARK, LOCATED AT 2501 NORTH PARK DRIVE, AND MUNICIPAL  
BUILDING, LOCATED AT 3020 NORTH PARK DRIVE, ALL IN THE VILLAGE OF  
OAKWOOD HILLS, IL 60013**

SEALED BIDS FOR REPLACING ASPHALT PAVING OF PARKING LOT AT NORTH BEACH PARKING LOT, LOCATED AT 105 NORTH SHORE DRIVE, OAKWOOD HILLS, IL 60013; SOUTH BEACH PARKING LOT, LOCATED AT 6007 LAKEVIEW DRIVE, OAKWOOD HILLS, IL 60013; SOUTH PARK PARKING LOT, LOCATED AT 205 NORTH SHORE DRIVE, OAKWOOD HILLS, IL 60013; NORTH PARK PARKING LOT, LOCATED AT 2501 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013; AND MUNICIPAL BUILDING PARKING LOT, LOCATED AT 3020 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013 WILL BE RECEIVED AT THE VILLAGE OFFICE, 3020 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013, UNTIL THE HOUR OF 12:30 PM, August 27, 2024.

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE VILLAGE PRESIDENT OR HIS REPRESENTATIVE AT 12:35 PM, August 27, 2024, AT THE VILLAGE OFFICE, 3020 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT <https://www.oakwoodhills.org/>, AS WELL AS THE VILLAGE HALL BUILDING, 3020 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013, (815) 444-9435 OR EMAIL [mwise@oakwoodhills.org](mailto:mwise@oakwoodhills.org).

THE TENDERING OF A BID SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE VILLAGE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED.

BY ORDER OF THE VILLAGE PRESIDENT, CHAD RIDER

## INSTRUCTIONS TO BIDDERS

You are invited to submit your sealed bid for:

Replacing asphalt paving of North Beach parking lot, located at 105 North Shore Drive, Oakwood Hills, IL 60013; South Beach parking lot, located at 6007 Lakeview Drive, Oakwood Hills, IL 60013; South Park parking lot, located at 205 North Shore Drive, Oakwood Hills, IL 60013; North Park parking lot, located at 2501 North Park Drive, Oakwood Hills, IL 60013; and Municipal Building parking lot, located at 3020 North Park Drive, Oakwood Hills, IL 60013.

### A. SEALED BIDS:

Sealed bids will be received in the Municipal Building, located at 3020 N. Park, Oakwood Hills, IL 60013, **not later than 12:30 PM, August 27, 2024.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Village President or his representative at **12:35 PM, August 27, 2024** at the Municipal Building, 3020 N. Park Drive, Oakwood Hills, IL 60013.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or in ink. **The complete set of contract documents must be submitted with the proposal, in triplicate with ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED. BIDS WHICH FAIL TO SUBMIT THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT CLEARLY MARKED WILL BE REJECTED, WILL BE NON-CONFORMING, AND WILL NOT BE ACCEPTED.**

Bids shall be submitted on the forms furnished by the Village in a sealed package, plainly marked, with the bidder's name, address, and the notation:

“SEALED BID: Replacing asphalt paving of North Beach parking lot, located at 105 North Shore Drive, Oakwood Hills, IL 60013; South Beach parking lot, located at 6007 Lakeview Drive, Oakwood Hills, IL 60013; South Park parking lot, located at 205 North Shore Drive, Oakwood Hills, IL 60013; North Park parking lot, located at 2501 North Park Drive, Oakwood Hills, IL 60013; and Municipal Building parking lot, located at 3020 North Park Drive, Oakwood Hills, IL.”

### **BIDS DUE: August 27, 2024 – 12:30 PM**

Bids shall be addressed to the Village President, Municipal Building, 3020 N. Park Drive, Oakwood Hills, IL 60013.

### **B. SIGNATURE OF BIDS:**

The signature on bid documents must be that of an authorized representative of bidder. An officer or agent of the offering bidder who is empowered to bind the bidder in a contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and will be rejected.**

**C. PRIME CONTRACTOR CERTIFICATION:**

Included in this bid package is a Prime Contractor Certification Form. This form must be filled out and returned with your sealed bid package or the bid package will not be accepted, shall be deemed non-conforming and shall be rejected.

**D. BIDDING PROCEDURES:**

All bids must be prepared on the forms provided by the Village and submitted in triplicate, with ONE ORIGINAL AND TWO COPIES OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED, in accordance with the Instructions to bidders. Any bid packages not containing ONE ORIGINAL AND TWO COPIES OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED shall be deemed non-conforming and shall be rejected. The entire bid package are the terms of the agreement.

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for bids or prior to any extension thereof issued to the bidders.

Unless otherwise provided in any supplement to the Instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the time designated for the receipt of bids in the Advertisement for Bids. This duration is in place in case selected contractor fails to perform during the first month following contract award.

**E. TAX EXEMPTION/PREVAILING WAGE:**

The Village is exempt from Federal, State and Municipal Taxes. All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/1 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/).

**F. WORDS AND FIGURES:**

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

**G. CONTRACT DURATION:**

The Contract is to commence after the awarding of the bid in Fall, 2024

**H. REJECTION OF BIDS:**

The bidder acknowledges the right of the Village to reject any and all bids received.

**I. DEFAULT:**

In case of default by the successful bidder, the Village may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the Village as a result of said default and the prices paid by the Village shall be considered the prevailing market price at the time such purchase is made.

**J. NON-DISCRIMINATION:**

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1.

**K. EQUAL EMPLOYMENT OPPORTUNITY:**

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

**L. RISK OF LOSS:**

The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

**M. TYPES OF INSURANCE:**

Worker's compensation insurance. The Contractor shall procure worker's compensation insurance as required by applicable state law for all of his employees who would be engaged in work on the project. In case any class of employees engaged in any work on the project under this Contract is not protected under the workmen's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide employer's liability (coverage B) in the amount of \$1,000,000.00.

**Contractor's comprehensive general liability and property damage insurance.** Contractor's comprehensive general and property damage insurance shall be in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$1,000,000.00 combined single limit bodily injury and property damage.

**Village's protective liability insurance.** The Contractor shall protect the Village or its assignee, if any, from contingent responsibility arising from the work, project operation performed under this Contract by adding these parties as named insured as a rider to the general Contractor specified comprehensive general liability policy shall be: Village of Oakwood Hills, 3020 North Park, Oakwood Hills, IL 60013. All insurance policies shall contain a waiver of subrogation in favor of the Village of Oakwood Hills.

**N. PROOF OF CARRIAGE OF INSURANCE:**

The Contractor shall furnish the Village at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates or expiration of policies, which policies shall show compliance with the requirements of paragraph P. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured." Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.

All insurance coverage shall be provided by Insurance Companies maintaining a financial strength and claims paying ability rating no lower than "A" minus "VIII" as rated by the most current AM Bests Insurance Guide.

**O. TAXES:**

The Contractor shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

**P. CHOICE OF LAW AND VENUE:**

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois.

**Q. RIGHT OF THE VILLAGE TO TERMINATE CONTRACT:**

If any of the Provisions of the Contract are violated by the Contractor, or if the Contractor shall disregard applicable law, ordinances, rules or regulations or work requirements as spelled out in the bid specifications, or the Contractor shall be adjudged as bankrupt or make a general assignment for the

benefit of creditors, or if a receiver should be appointed for the Contractor, or if at any time during the progress of the work the Contractor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Contractor fail to pay and discharge the same within 5 days after demand made by the person or persons furnishing such labor, material or equipment, the Village may serve written notice upon the Contractor of its intention to terminate the Contract. Unless within 10 days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Contractor shall, upon the expiration of said 10 days, at Village's option, cease and terminate work. The Contract shall then be automatically terminated, except that the rights and obligations under paragraphs I and N shall survive termination of the contract.

Notwithstanding anything contained herein to the contrary, failure to comply with or perform the services required shall be cause for termination.

**R. ILLINOIS FREEDOM OF INFORMATION ACT:**

Any and all submissions to the Village of Oakwood Hills become the property of the Village and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140et seq.) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the Village of Oakwood Hills receives a request for a document submitted, the Village shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that Village's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the Village all related records maintained by, provided to, or required to be provided to the Village during the contract duration are subject to FOIA. In the event the Village receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the Village shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that Village's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the Village has contracted to perform a governmental function on behalf of the Village, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the Village for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the Village (or any of its officers, agents, employees or officials), the contractor shall provide to the Village at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the Village, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

**S. ADVERTISEMENTS:**

The bidder shall not place or maintain any signs, bills, posters, or other advertisements in or about the project sites and/or buildings, except by written permission of Village.

**T. AWARDING OF BID:**

The bid is expected to be awarded after September 12, 2024.

The bidder acknowledges the following: (a) this advertisement for bids may be canceled for good cause when in the best interests of the Village, (b) the Village Board retains the right to reject any and all bids in whole or in part for good cause when in the best interests of the Village, and (c) the Village Board retains the right to reject any and all bids in whole or in part not in compliance with the advertisement for bids, to waive any non-material informalities or irregularities for any bid received, to accept the lowest responsible, responsive bid after all bids have been examined and evaluated, and to determine not to proceed to contract on any particular bid.

**U. SUBMITTAL SUMMARY REQUIREMENTS:**

Each of the following items must be submitted by the bid time mentioned herein in order that the bid will be considered. Any bid not containing items 1-4 below shall be non-conforming and shall be rejected:

1. Certificates of Insurance
2. Signed Copy of Prime Contractor Certification
3. Signed Bid Form
4. One original and two copies of entire Bid Package.

## **SCOPE OF WORK**

### **Project Identification**

**Project Name:** REPLACING ASPHALT PAVING OF PARKING LOT AT NORTH BEACH PARKING LOT, LOCATED AT 105 NORTH SHORE DRIVE, OAKWOOD HILLS, IL 60013; SOUTH BEACH PARKING LOT, LOCATED AT 6007 LAKEVIEW DRIVE, OAKWOOD HILLS, IL 60013; SOUTH PARK PARKING LOT, LOCATED AT 205 NORTH SHORE DRIVE, OAKWOOD HILLS, IL 60013; NORTH PARK PARKING LOT, LOCATED AT 2501 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013; AND MUNICIPAL BUILDING PARKING LOT, LOCATED AT 3020 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013

**Project Owner:** The Village of Oakwood Hills

### **Project Locations:**

1. NORTH BEACH, 105 NORTH SHORE DRIVE, OAKWOOD HILLS, IL 60013;
2. SOUTH BEACH, LOCATED AT 6007 LAKEVIEW DRIVE, OAKWOOD HILLS, IL 60013;
3. SOUTH PARK, LOCATED AT 205 NORTH SHORE DRIVE, OAKWOOD HILLS, IL 60013;
4. NORTH PARK, 2501 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013; AND
5. MUNICIPAL BUILDING, 3020 NORTH PARK DRIVE, OAKWOOD HILLS, IL 60013

### **Project Scope:**

**Mill and Resurface** (approximate total 45,905 sq ft) Parking Lots and Driveway, including the following work/materials:

- Mill and remove existing asphalt area and legally dispose of grindings at an authorized dump site.
- Regrade existing stone and thoroughly compact all parking lots/driveway areas.
- Pave base layer with an average of 2.5” of IL Class I Bituminous Concrete binder (asphalt) (N50) and roll to an approximate depth of 2”.
- Pave surface layer with an average depth of 2.5” of IL Class I Bituminous Concrete binder (asphalt) (N50) and roll to an approximate depth of 2”.
- Clean and haul all excess debris from site.
- Re-stripe lot according to current configuration using yellow paint.
- Material used must meet OSHA, ADA, and Illinois State Specifications.

**Begin Work:** Work can commence after September 12, 2024. Subject to rain, once work begins it shall continue daily until project completion.

**Completion Deadline:** 30 days from commencement of project.

## PROJECT SPECIFICATIONS

The Contractor shall follow and utilize all standard practices for deteriorated asphalt removal & installation, subgrade compaction, proof rolling, and striping processes as herein specified. The work included in this contract will include, but is not limited to, furnishing the necessary labor, materials, supplies and equipment to complete asphalt pavement removal and replacement shown and described herein.

**All measurements are estimated, and field measurements must be made by the Bidder at a time scheduled with Owner.**

### **1. Schedule & Construction**

Work shall not begin before September 12, 2024, but should be completed within 30 days of the commencement of the project. Actual start and completion date will be coordinated with the Contractor and Village Representatives. Work times are normally 7:00am to 4:00pm Monday through Saturday. Extensions are possible with advanced approval. No work will be allowed on Sundays or Holidays.

### **2. Material Certification**

The Contractor shall furnish certifications to the Owner from suppliers stating that all materials comply with the requirements of the IDOT Standard Specifications.

All materials installed with this project shall be new and be manufactured in the United States.

### **3. ADA Accessibility Requirements**

All finished pavement surfaces shall meet Title II of the Americans with Disabilities Act (42 USC 12131). It is the Contractor's responsibility to understand the requirements as it related to their work. This includes but is not limited to the finish grade of handicap parking stalls shall have a slope no greater than 2% in any direction. Any work not conforming to the most recent requirements of ADA will require removal and replacement at the Contractor's expense.

### **4. Preparation**

- a. Do all necessary rolling and compacting to obtain firm, even subgrade surface. Fill and consolidate depressed areas. Remove un-compactable materials, replace with clean fill, and compact in accordance with acceptable standards. The Contractor is responsible to provide positive slope to surface drain parking lots.
- b. Coordinate junction of new and existing pavement to provide a uniform straight-line transition. Meet existing surface levels and maintain drainage slopes.

### **5. Project Conditions**

- a. Base course material is not to be installed over wet or frozen subgrade surfaces.
- b. Prime and tack coat materials are not to be installed when temperature is 50 degrees or below. Do not apply to wet base surface.
- c. Asphalt surface materials are to be installed only when base is dry and air temperature is 40 degrees or above.
- d. Provide temporary barricades, signage, and traffic control as required for protection of project work and staff/public safety.

### **6. Equipment**

- a. Milling Equipment: Supply appropriate milling equipment to properly remove existing asphalt and legally dispose of materials at an authorized dump site.



- b. Paving Equipment: Spreading, self-propelled asphalt paving machines capable of maintaining line, grade, and thickness specified.
- c. Compacting equipment: Self-propelled roller, minimum 10-ton weight.
- d. Hand tools: Miscellaneous equipment as required to complete the work.

### **7. Asphalt Removal & Repair**

Deteriorated asphalt will be sawcut and legally disposed of off-site. In areas where old and new asphalt pavement will meet, the remaining pavement shall be saw cut to provide a smooth transition and shall be considered incidental to the work being performed. The Contractor shall be responsible for removing the residue created by saw cutting operations in a manner acceptable to the Owner.

Stone base will be re-graded and compacted. Repaired surface area must meet existing grade. Areas that are disturbed during asphalt removal may need to be redressed with CA6 crushed stone base. This work shall be done as needed and compacted to 95%. This work shall be considered incidental to the contract with no additional compensation due to the Contractor.

Examine subgrades and installation conditions. Asphalt paving is not to start until unsatisfactory conditions are reviewed with Owner and corrected.

Damaged area will be repaved with two and one half (2 ½") inches bituminous asphalt surface court compacted to two (2") inches. Install and grade topsoil at edges to create a smooth transition from new grade to existing turf.

### **8. Pavement Striping and Markings**

This work shall consist of parking lot paint striping, pavement markings and symbols done with chlorinated rubber traffic paint (Glidden or approved equal). The new pavement shall be marked and striped in yellow. This work shall be done in accordance with current IDOT and ADA standards

### **9. Restoration**

Whenever public or private property is damaged or destroyed the Contractor shall, at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so the Owner may, after the expiration of a period of 48 hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under his Contract. Rough or otherwise damaged turf areas shall be neatly restored with four inches of topsoil and seed.

### **10. Removal and Legal Disposal of Unsuitable Material**

Subgrade preparation beneath the parking lot shall include the removal of unsuitable surface conditions including pavement materials, vegetation, high organic content topsoil, root matter and other deleterious conditions which may be encountered. The existing subgrade shall be proof-rolled, and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface. Proof rolling and compaction will not be paid for separately. It will be considered as an incidental expense.

### **11. Change Orders**

Any work outside the scope of this agreement and/or requests for changes in the project not specifically listed shall be performed only after a written Change Order has been presented in writing to the Village President and thereafter signed by the President and the Contractor.

## **12. Project Sites**

- Parking lot and Driveway at the Village Municipal Building, 3020 North Park, Oakwood Hills, IL 60013;
- Parking Lot and Driveway at North Beach, 105 North Shore Drive, Oakwood Hills, IL 60013;
- Parking Lot and Driveway at South Beach, 6007 Lakeview Drive, Oakwood Hills, IL 60013;
- Parking Lot and Driveway at South Park, 205 North Shore Drive , Oakwood Hills, IL 60013; and
- Parking Lot and Driveway at North Park, 2501 North Park Drive, Oakwood Hills, IL 60013.

## **13. Safety and Cleanliness**

It is the intention of the Village to provide staff and visitors with the safest possible travel around the construction zone. Pavements including the adjacent public way, must be always kept free of mud and debris. The Contractor will be sure the site and adjacent public way are left in a safe condition at the end of every workday.

- a. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operation.
- b. Sweep paved areas and wash free of stains, discolorations, dirt, and other foreign material immediately prior to Final Acceptance Inspection.
- c. Before acceptance by the Owner and final payment all work shall be inspected by the Owner.

## **14. Storage**

The Village will not be responsible for receiving or unloading any equipment or materials for this project. Where materials and equipment must be stored, Contractor is to provide a secure area to minimize the opportunity for theft and vandalism

## **15. Responsibility**

The Contractor shall be responsible for complying with all local codes and “Securing all permits” required by the Village of Oakwood Hills, unless otherwise agreed to by the Village. Any Contractor performing work in the Village must obtain a Contractor’s license from the Village’s Building Department.

Prior to the commencement of any work, the Contractor shall notify all public and private utility companies which may have facilities in the area before construction begins. The Contractor shall make necessary arrangements for having these companies protect, brace, or move their facilities as may be necessary for construction of the improvements. Costs incurred due to the moving or protection of utilities or in satisfying the requirements of the utility companies shall be incidental to the cost of the proposed improvements. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information shown on the Contract Documents relative to the location of underground facilities or the manner in which they are to be removed or adjusted. The Contractor shall be responsible for locations of all underground utilities and will be liable for property damage done to utilities.

The Contractor shall leave the site safe, clean, and free from debris. A dumpster, if needed, shall be provided by the Contractor at his own expense for the proper legal disposal and removal from the site of all refuse and construction materials and shall be listed as a unit cost of the project. If the Contractor fails to remove any debris, rubbish, or waste materials within five (5) days of written notice to clean the site, the Owner may remove the materials and charge the cost thereof to the Contractor.

Contractor shall be responsible for the costs and repairs to the Owner’s satisfaction, any damage which includes but is not limited to pavement, grounds, curbs, plantings, trees, or facility equipment caused by the Contractor’s negligence.

**16. Abandonment**

Should the Contractor abandon or neglect their work, or if the Owner at any time is convinced that he work is unreasonably delayed, or that the conditions of the contract are being willfully violated, or executed carelessly, or in bad faith, the Owner may notify the Contractor in writing, and if their notification be without effect within twenty-four (24) hours after the delivery thereof, then and in the case the Contractor shall discontinue all work under the contract and the Owner shall have full authority to make arrangements for the completion of the contract at the expense of the Contractor.

**17. Guarantee**

The Contractor shall be wholly responsible for any materials or workmanship found to be defective or not meeting specifications, and any repairs to said work will be undertaken at the Contractor's expense. This guarantee shall cover a period of one year from date of final acceptance.

**18. Contractor's Installation Documentation**

Contractor shall provide written declaration to the Owner that all work complies with installation specifications. Any work not conforming to the specifications shall be removed and/or corrected at no additional cost to the Owner.

**19. Contractor Default**

In the event the Contractor is in default of its obligations under this contract, the Contractor shall be responsible for all costs of enforcement of this contract, including attorney's and expert witness fees, court costs and interest.

## PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that \_\_\_\_\_

Name of Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

**33E-3. Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**33E-4 Bid rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the McHenry County State's Attorney at (815) 334-4159.

**Resurfacing Project #2024-1  
Village of Oakwood Hills  
3020 North Park, Oakwood Hills, IL**

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ FEIN# \_\_\_\_\_

For additional information contact:  
Mark Wise, TRUSTEE, [mwise@oakwoodhills.org](mailto:mwise@oakwoodhills.org)

**Replacing Asphalt Paving of Main Parking Lot at Municipal Building, 3020 N. Park, Oakwood Hills, IL 60013**

**Cost Components.** Respondents shall provide itemized costs for each piece of equipment and/or service to be provided, including, but not limited to all equipment, shipping, delivery, handling, installation, labor, commissioning, and other fees that may be associated with each bid task. All these costs should then be summarized with a bottom-line figure.

<b>DESCRIPTION</b>	<b>COST</b>
Lump Sum Total	Total:
Removal and legal disposal unsuitable materials	Per Cubic Yard:
Furnish & Install CA6	Per Ton:
Striping	Per Linear Foot
<b>LUMP SUM AMOUNT WRITTEN IN WORDS. IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS SHALL GOVERN.</b>	
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Signed By: \_\_\_\_\_

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