

VILLAGE OF GLENCOE

CONTRACT FOR

2026 Asphalt Street Patching Program

Full Name of Bidder Schroeder Asphalt Services ("Bidder")

Principal Office Address P.O. Box 831, Huntley, IL. 60142

Contact Person Rachael McDow

Telephone Number (815) 923-4380

TO: Village of Glencoe ("Owner")
675 Village Court
Glencoe, Illinois 60022
Attention: James Tigue, Village Engineer

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2026 Asphalt Street Patching Program which consists of removal and disposal of existing pavement and installation of Hot Mix Asphalt within the Village of Glencoe per the specifications listed in Attachment B.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the total Contract Price not-to-exceed fifty thousand dollars.

Item	Unit	Unit Price
(N50) CLASS D PATCHES, TYPE 1,2,3,4 – 2"	SY	\$28.56
(N50) CLASS D PATCHES, TYPE 1,2,3,4 – 4"	SY	\$45.90
(N50) CLASS D PATCHES, TYPE 1,2,3,4 – 8"	SY	\$102.00
DRIVEWAY APRON REMOVAL & REPLACEMENT	SY	\$48.96

TOTAL CONTRACT PRICE (in numbers):

Not-to-Exceed \$75,000

B. Basis for Determining Prices. It is expressly understood and agreed that:

- All prices stated in the Schedule of Prices, as listed on Attachment A, are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Vendor submitted invoice upon completion of work.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work at an agreed upon scheduled date(s) between Owner and Bidder after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work as directed by the Village. All work associated with this contract will be completed by November 30, 2026.

4. Financial Assurance

A. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance

of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis. Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

B. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save

harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 180 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3

or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is 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 Bidder is 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.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any

requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the

Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

By: _____
Village Clerk

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

VILLAGE OF GLENCOE

By: _____
Village Manager

Date: _____

SCHROEDER ASPHALT SERVICES, INC.

By: _____

Its: _____

Date: _____

ATTACHMENT A – SPECIFICATIONS SPECIFICATIONS

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

a. CLASS D PATCHES, OF TYPE AND DEPTH SPECIFIED

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

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

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per square yard for Class D Patches, of type and depth specified

b. BITUMINOUS CONCRETE DRIVEWAY REMOVAL & REPLACEMENT

Description: This item of work shall comply with the applicable portions of Sections 406 and 440 of the Standard Specifications except as follows:

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per SQUARE YARD, measured in place, for BITUMINOUS CONCRETE DRIVEWAY REMOVAL & REPLACEMENT, which price shall include all necessary materials, equipment, and labor to complete the work as specified.

Work Crew Supervision

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

Protection of Public and Private Property

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

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

Location and Schedule of Work

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

- A. The Contractor shall establish a general schedule for the completion of the work outlined by this contract. The schedule shall be submitted to the Director of Public Works at the commencement of the agreement and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished.
- B. The Contractor shall provide a satisfactory progress schedule or critical path schedule, which will show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of working days allowed per contract.

Materials and Equipment

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

Cleaning Standards and Workmanship

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

- A. The Contractor shall ensure that all patching work is performed in a safe and timely manner. Efforts will be made to ensure the least amount of impact to the surrounding businesses and the general public during operations.
- B. The Contractor will ensure that appropriate safety measures including signage and traffic control protection is used during the performance of patching activities.

Mobilization

The estimated number of mobilizations that the Contractor shall make to the Village of Glencoe is ONE (1). Mobilization will not be paid for separately, but will be included in the items for which this work applies.

Working Hours

The Contractor shall schedule normal work activities, exclusive of Village holidays, during normal working hours 7:00 A.M. to 6:00 P.M., Monday thru Friday. Permission to work on weekends or during different times may be granted on a case by case basis if the Village deems it appropriate to ensure the work is completed in a timely manner and provides a benefit to the Village. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for emergency situations.

Security and Access

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

Contractor Access

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

Personnel Requirements

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