

**REQUEST FOR BIDS**  
**Village of Roscoe, Illinois**  
**10631 Main St.,**  
**P.O. Box 283**  
**Roscoe, IL 61073**

**THE VILLAGE OF ROSCOE, ILLINOIS HEREBY SOLICITS BIDS FOR LABOR AND MATERIALS FOR THE 2024 CLASS “D” PATCHING PROGRAM.**

**Intent:**

The intent of this Invitation to Bid is to solicit bid proposals from qualified contractors for the installation of Class “D” hot mix asphalt patching.

This bid is open to all contractors engaged in the services specified herein.

Bidders will be required to demonstrate their capability through references or by means acceptable to the Village of Roscoe (hereafter Village). The Village will evaluate all bidders based on the qualifications and criteria set forth in the Village’s Responsible Bidder Ordinance. A copy of the Responsible Bidder Ordinance is available at no cost to all Bidders and may be obtained from the Village Clerk. Bidders are expected to have read and comply with any additional bid requirements set forth in the Responsible Bidder Ordinance.

The Village reserves the right to reject any and all bids, or to accept the proposal(s) deemed most advantageous to the Village.

**Bids will be received by the Village Engineer at Roscoe Village Hall at 10631 Main Street, Roscoe, IL 61073 until 10:00 a.m. (local time) on **June 7, 2024**. All bids will be publicly opened immediately thereafter. Written requests for the bid tabulation can be requested via email at [yorengineer@villageofroscoe.com](mailto:yorengineer@villageofroscoe.com).**

**Preparation of Bid:** The Bidder’s submittal shall include the completed:

- 1) Bid Sheet
- 2) Non-Collusion Affidavit of Prime Bidder
- 3) Statement of Bidder’s Qualifications
- 4) Certificate of Beneficial Interest

**Compliance with Laws:** The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract. Bidder is expected to have familiarity with all state, local and federal statutes and ordinances pertaining to the industry in which they are involved.

**References:** Submittals shall include a list of at least 3 references of corporate firms or municipal agencies of a similar size and setup as the Village, who can attest to the Bidder’s ability to fulfill this contract in a competent and expeditious manner. Include names, addresses, phone numbers, and the nature and size of past contracts.

**Bonds and Insurance:**

Successful bidder shall be required to provide all performance and completion bonds as required by State Statute and Village Ordinance. Bonds required shall include, but not are not limited to those required under the Public Construction Bond Act (30 ILCS 550/0.01 et. Seq.)

Contractors shall be required to maintain and furnish to the Village upon request, all workmen's compensation insurance and general liability coverage, which shall name the Village as an additional insured, and which shall include, but not be limited to:

A) Comprehensive general liability: \$2,000,000.00

**Prevailing Wage:** Not less than the Prevailing Wages as found by the Department of Labor or determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this contract. *Current standards are available on the Illinois Department of Labor web site at [www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/) or by calling the Village of Roscoe at 815-623-2829.* (Illinois Prevailing Wage Act - 820 ILCS 130/)

**Termination of Contract:** The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder 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. In the event of default and termination, the Village may procure, upon such terms and in such a manner as the Village may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Village that, in the sole opinion of the Village, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

**General Notes:** Bidders are advised that they must clearly indicate any and all deviations they intend to take from the detailed specification, as written in the bid document, at the time of bid submittal. All exceptions shall be listed on the *Detail Exception Sheet* included with the bid document. The contractor will be responsible for any work that is not acceptable to the Village, and will be responsible for the correction of the condition within 10 days of notification, at no additional cost to the Village.

**Inspections:** The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Bidder.

**Change Orders:** After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order ordered and approved by the designated Village Official(s) and approved by the Village and/or

the Village Board.

**Contractor Qualifications:** Contractor shall hold all licenses, and certifications necessary to legally install all equipment, and do all work as requested in the bid specifications, in the State of Illinois, or shall, at contractor's expense, provide such qualified personnel to perform such installations.

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## **GENERAL SPECIFICATIONS / SCOPE OF WORK**

The "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions prepared by the Department of Transportation of the State of Illinois and adopted on January 1, 2022, by said Department to supplement the "Standard Specifications for Road and Bridge Construction", shall govern the bidding and construction of the proposed improvement. Where the term "Department" appears in the Specifications, the "Village of Roscoe" shall be substituted therefore, and where any term for an employee of the Department is used, the designated Village of Roscoe employee shall be substituted therefore. Herein after the terms "Owner", "Village" or "Engineer" shall mean the Village of Roscoe or its designated representative and the term "Contractor" shall mean the entity that proposes to perform the work herein described or its designated subcontractors.

The following General and Special Provisions supplement the said specifications and, in case of conflict with any part or parts of said specifications, these General and Special Provisions shall take precedence and shall govern:

### **GENERAL PROVISIONS**

#### **LOCATION AND DESCRIPTION OF WORK**

The work included in this project generally consists of the construction of Class "D" Hot-Mix Asphalt pavement patching at a location by location basis within the Village of Roscoe. The contract work includes Hot-Mix Asphalt Surface Removal, Pavement Removal, Aggregate Base Preparation, Hot-Mix Asphalt Binder and Surface Replacement, Traffic Control, and other related work items. In some locations, the Village may provide limited milling or other preparation of the pavement/curb prior to the patching/paving work to be completed by the contractor. The Village will notify the contractor of the type of work required at each location.

#### **COMPLETION OF THE WORK**

The Village will notify the contractor to proceed with the work at a location by location basis. Once the Village has notified the contractor to proceed at a specified location the contractor shall complete said work within ten (10) business days. In addition to the requirement above, for patches requiring removal of existing pavement (by the contractor or by the Village), the contractor shall replace the pavement within twenty four (24) hours of pavement removal. Liquidated damages for failure to complete the work on time as indicated above shall be assessed by the Village according to the requirements in Section 108.09 of the Standard Specifications. Should the contractor believe that completion of the work within the specified time is not possible due to weather or other causes beyond his control, a time extension may be requested on a case by case

basis. The Contractor shall make such requests to the Village at his earliest opportunity, and the Village will determine if an extension of time will be granted.

### **CONSTRUCTION STAKING**

The Village shall be responsible for marking the various work item pay limits with paint. Any deviation from painted areas will not be accepted for payment without written authorization from the Village.

### **CONSTRUCTION INSPECTION**

The Contractor shall notify the Engineer or designated Village representative a minimum of 48 hours in advance of the start of construction or the continuation of construction following a pause in work. Any work performed without the notification and presence of a Village designated representative to inspect said construction will not be accepted for payment as directed by the Engineer.

### **CONTRACTOR QUALITY CONTROL**

Prior to beginning work, the contractor shall submit to the Engineer the proposed sources of supply for all materials required to perform the work. It shall be the contractor's responsibility to ensure that all materials meet the specifications of Section 106 of the Standard Specifications. The contractor shall maintain a quality control system that will provide reasonable assurance that all Hot-Mix Asphalt placed for the Class D Patching conforms to the contract requirements. The contractor is responsible for maintaining quality control regardless of the source of materials used. Although guidelines are established and certain requirements are specified, they are minimum and do not relieve the contractor from his responsibility for overall quality control. Any testing that the contractor deems necessary to control the process may be performed at the contractor's option. The contractor shall maintain records and submit reports of quality control (proportioning reports) that shall be acceptable by IDOT. The quality control program shall be considered a part of the contract and no additional compensation shall be made.

### **QUANTITIES**

The quantities of the various items of work and materials included on the bid form are approximate and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor shall agree not to make any claim for damages or for the loss of profits or for an extension of time because of any difference between the quantities of the various items of work assumed for comparison of bids and the quantities of work performed.

The intent of the Engineer or designated Village representative will be to attempt to schedule as many patches as possible at any given time in order to benefit productivity for both the Contractor

and Village. However, there will be scenarios where the Contractor might be contacted to complete single patches due to unforeseen circumstances, depending on the severity of failure locations.

## **SPECIAL PROVISIONS**

### **MOBILIZATION**

Refer to Article 671.02 of the Standard Specifications and delete this paragraph in its entirety. There will be no mobilization payments made on this Project.

### **SAWCUTTING**

All patches shall be sawcut or milled to the limits marked by the Village representative or Engineer to provide a clean and neat edge free of spalling material. Any saw cutting required on this contract shall be considered incidental and no additional compensation shall be made. If the contractor believes that the condition of the existing roadway limits the ability to provide neat and clean edges via sawcutting, the contractor shall notify the Village representative prior to any work taking place and consideration shall be given following an inspection by the Village representative.

### **CONSTRUCTION SEAMS**

All paving seams (joints) shall be raked out and rolled according to Section 406 of the Standard Specifications and as directed by the Engineer. No overlapping seams will be allowed. Any seams that fail within the first year after construction will be crack sealed at the Contractor's own expense.

### **BITUMINOUS MATERIALS (TACK COAT)**

This work shall conform to Section 403 of the Standard Specifications. Asphalt RC-70 shall be used. For application on existing or new Bituminous or PCC Base Courses, the Tack Coat shall be applied at 0.025-.05 lb/sf. The bituminous materials (Tack Coat) shall be considered incidental to the Class D Patching and no additional compensation shall be made.

### **HOT-MIX ASPHALT SURFACE REMOVAL - VARIABLE DEPTH**

This work shall be done in accordance to Section 440 of the Standard Specifications. Where directed by the Engineer, the existing bituminous pavement shall be removed to a sufficient depth as necessary to provide an adequate surface for proper patch placement as directed by the Engineer. Removal areas will be marked in the field by the Engineer or designated Village representative. No additional compensation will be allowed for removal outside of the areas marked for removal. The contractor shall remove the cuttings immediately behind the grinding machine. The removed material shall be disposed of by the contractor off site. The Village may request that the grindings be stockpiled at a particular location for future use by the Village. All loose or disintegrated pavements below the required removal depth shall be removed by a method approved by the Engineer. The cost for this removal shall be included in the price of this item. Before the contractor

places a tack coat on the street surface, the street shall be swept with a power sweeper and or a power broom. Flushing into the Village's storm sewer system as a means of clean- up will not be allowed. This work will be measured in place and paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL - VARIABLE DEPTH.

**CLASS D PATCHES (2")**

**CLASS D PATCHES (3")**

**CLASS D PATCHES (4")**

This work shall be constructed in accordance with Section 442 of the Standard Specifications. At locations specified by the Village, the contractor shall furnish all labor, equipment, and materials necessary to saw cut, remove and dispose of the existing pavement, prepare, grade and compact the existing aggregate base, apply bituminous materials (prime coat), replace the Hot-Mix Asphalt pavement and compact, and all other work necessary to complete the Class D Patches. Surface Course shall be mixture composition IL-9.5 or IL-12.5, Mix D, N50. Four (4) inch patches will be required to include 2.25" of IL-19.0 Binder Course and 1.75" of HMA Surface Course unless otherwise specified by the Village. Recycled materials will be allowed and must conform to all IDOT specifications. Mix designs and materials inspection reports must be submitted to the Village for approval prior to the Notice to Proceed of contract. In areas where the pavement removal depth exceeds the specified 2-inch or 3-inch depth, leveling binder shall be used to fill these voids. This work will be measured in place and paid for at the contract unit price per square yard (at the appropriate size range from the included table) for CLASS D PATCHES (2") or CLASS D PATCHES (3").

**LEVELING BINDER (MACHINE METHOD), N50**

**HOT-MIX ASPHALT SURFACE COURSE (2")**

**HOT-MIX ASPHALT SURFACE COURSE (3")**

**HOT-MIX ASPHALT SURFACE COURSE (4")**

This work shall be constructed in accordance with Section 406 of the Standard Specifications. At required, the contractor shall furnish all labor, equipment, and materials necessary to apply bituminous materials (prime coat) and construct the Hot-Mix Asphalt Surface Course. The Surface Course shall be mixture composition IL 9.5 or IL 12.5, Mix D, N50. Recycled materials will be allowed and must conform to all IDOT specifications. Mix designs and materials inspection reports must be submitted to the Village for approval prior to the Notice to Proceed of contract. In areas where the surface removal depth exceeds the specified 2-inch or 3-inch depth, leveling binder shall be used to fill these voids. This work will be measured in place and paid for at the contract unit price per square yard (at the appropriate size range from the included table) for HOT MIX ASPHALT SURFACE COURSE (2-4"), or per ton for LEVELING BINDER (MACHINE METHOD), N50.

### **BASE REPAIR, FULL DEPTH**

This work shall be constructed in accordance with Sections 301 and 351 of the Standard Specifications. At locations specified by the Village, the contractor shall furnish all labor, equipment, and materials necessary to remove the entire cross-section of the existing base, and furnish, place, prepare, grade and compact the exposed sub-grade and new aggregate base. Furnished base material shall be CA-6. The minimum base thickness of aggregate base for this work shall be 8", the maximum 12". In the event of discovery of unsuitable subgrade, the Village shall take additional measures, which may include additional services from the CONTRACTOR to be negotiated at that time. This work will be measured in place and paid for at the contract unit price per square yard (at the appropriate size range from the included table) for BASE REPAIR, FULL DEPTH.

### **TRAFFIC CONTROL**

The Contractor will be required to furnish all traffic control devices necessary for the convenience and protection of vehicular and pedestrian traffic. This work shall consist of furnishing, installing and maintaining all signs, signals, temporary pavement markings, other required traffic control markings, barricades, warning lights, flaggers, and other devices which are to be used to regulate, warn or guide traffic during construction of this improvement. All work shall be in conformance with the current edition of the Illinois Department of Transportation's *Manual on Uniform Traffic Control Devices for Street and Highways*. Any work performed shall have traffic control as required in Section 700 of the Standard Specifications, and as per the appropriate IDOT highway standards: 701501-06, 701502-09, 701601-09, 701602-10, 701606-10, 701611-01, 701701-10, 701801-06, and 701901-08. The Contractor will be required to furnish the necessary flaggers as specified in the IDOT standards or as required by the Engineer on a continuous basis whenever construction operations are in progress.

The Contractor will be responsible for the maintenance of all traffic control devices for the duration of the project. The Contractor shall provide the Village with the name, address and telephone number of the person responsible for maintaining the traffic control devices who will be available to the Village on an immediate basis 24 hours a day. All advance warning signs and traffic control devices shall be removed or covered by the Contractor when such signs and devices are not in effect, or at the direction of the Engineer.

Whenever operations indicate that additional traffic control devices are necessary or that the relocation of a proposed or existing traffic control device is advisable, as determined by the Engineer, the Contractor shall furnish any additional traffic control devices necessary or remove, relocate and reinstall the device in question at no extra cost to satisfy the requirements of the Engineer, with the exception of flaggers. All traffic control devices must remain in place until specific authorization for removal is received from the Engineer. The Contractor shall provide detour signing at no extra cost to satisfy the requirements of the Engineer. In scenarios where flaggers or extended lane closures are deemed necessary, the Contractor shall notify the Village at

least 48 hours prior for approval of additional compensation. All other Traffic Control work shall be considered incidental to the contract.

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## EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

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, national origin, or ancestry; 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 hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) 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, national origin, or ancestry.

**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 Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. 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 and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

**5. That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

**6. That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

**7. That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of

paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every 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 all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Roscoe does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

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## **LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

### **Compliance with State and Federal Law**

Contractor warrants that it will comply with all federal, state and local laws, ordinances statutes, rules and regulations including, but not limited to the following statutes set forth below. Costs or associated expenses for any changes to this contract due to compliance with this subsection shall be the responsibility of the Contractor.

### **Prevailing Wage Act:**

The contractor acknowledges that it has reviewed the Illinois Prevailing Wage Act, has reviewed and agrees to pay the applicable prevailing wage rates, as they currently exist, or may be amended, and which are in effect during project duration, and will strictly comply with the Illinois Prevailing Wage Act and related requirements, including subcontractor requirements.

Contractor agrees that not less than the prevailing rate of wages as determined by the Village of Roscoe or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds and subcontractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

The Contractor shall be responsible for keeping, collecting and submitting copies to the Village, all records and documentation, including, but not limited to, the certified payroll contemplated under the Act, which are required, or may be required, under the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), including that documentation which is required from subcontractors and sub-subcontractors. The Contractor further agrees to cooperate with the Village in responding to any request by the Illinois Department of Labor, or other authorized agency or governmental or quasi-governmental unit of the State of Illinois in providing documentation of compliance with the Illinois Prevailing Wage Act.

### **Contractor Further Certifies:**

1. Neither the undersigned nor any firm, partnership, or association in which they have a substantial interest is designated as an ineligible contractor by the Department of Labor pursuant to 820 ILCS130/11a.
2. The undersigned shall comply with the provisions of 820 ILCS 130/11a, et seq.
3. All employees shall be paid pursuant to the general prevailing rate as determined by the Illinois Department of Labor.
4. Contractor agrees to obtain and forward to any subcontractor within ten (10) days after their execution of any subcontract including those executed by their subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

**Current information on *Prevailing Wage Rates* can be found on the *Illinois Department of Labor's* website. (<https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>)**



**STATEMENT OF BIDDER'S QUALIFICATIONS**

All bidders must fully disclose the following information in a clear and comprehensive manner. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires:

1. Name of bidder.
2. Permanent main office address.
3. Date organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the construction business under your present firm or trade name.
6. Itemize contracts currently in hand by client, term, and amounts.
7. General character of work performed by your company:
8. Have you ever failed to complete any work awarded to you.
9. Have you ever defaulted on a contract? Yes \_\_\_\_\_ No \_\_\_\_\_
10. Provide a complete listing of any past (last ten years) or pending litigation against the company and/or any of its principals involving the actual or alleged failure to meet contractual obligations to provide landscaping services.
11. Experience in work similar in importance to contract being offered by the Village of Roscoe.

12. Background and experience of the members of your organization, including principal owners and officers.
13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any other information requested by the Village of Roscoe, IL in the verification the recitals comprising this statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_ )

)

County of \_\_\_\_\_ ) ss.

)

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires on \_\_\_\_\_.



## **BID SHEET**

The undersigned, having examined the specifications and all conditions affecting the specified project, including full and detailed examination of the current facility, the site itself, and the conditions located therein, offer to furnish all services, labor, and incidentals specified for the price below (including all attachments to the bid document).

The contractor certifies that they have visited the sites of the proposed work, before bidding, to thoroughly familiarize them self with all existing conditions under which the work is to be done and acquaint them self with any conditions which may affect the work. Failure to take this precaution will not relieve the contractor from any obligations to comply strictly and fully with the terms of the contract and no allowance will be made for the failure of the contractor to correctly estimate his time, material and bid price.

The undersigned Bidder certifies that they are 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, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities when, in its opinion, the best interest of the Village will be served by such action.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

**INDEMNIFICATION:** The Bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

**Bidding Company Name:** \_\_\_\_\_

I (We) propose to complete the following project as more fully described in the specifications for the following:

**BID AMOUNT**

**[SEE ATTACHED PROPOSED SCHEDULE OF PRICES]**

**EXCEPTIONS:** Any exceptions must be clearly noted below. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

Bidders exceptions are (if none, please state as such):

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Number of Bid Packet Addendums Received: \_\_\_\_\_

I the undersigned certify that I have examined and carefully prepared this from the above specifications and have checked the same in detail before submitting this proposal, that I have only incorporated the specified requirements in my bid, that I have completed submitted all required data, and that I have full authority to make such statements and submit this proposal on bidders behalf and that said statements are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature\_\_\_\_\_

Title\_\_\_\_\_

