CONTRACT FOR 2019 CONCRETE SIDEWALK AND CURB REPLACEMENT PROGRAM
BETWEEN VILLAGE OF GLENCOE AND SCHROEDER AND SCHROEDER
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE I</th>
<th>THE WORK</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Performance of the Work</td>
<td>3</td>
</tr>
<tr>
<td>1.2</td>
<td>Commencement and Completion Dates</td>
<td>3</td>
</tr>
<tr>
<td>1.3</td>
<td>Required Submittals</td>
<td>3</td>
</tr>
<tr>
<td>1.4</td>
<td>Review and Interpretation of Contract Provisions</td>
<td>4</td>
</tr>
<tr>
<td>1.5</td>
<td>Conditions at the Work Site; Record Drawings</td>
<td>4</td>
</tr>
<tr>
<td>1.6</td>
<td>Technical Ability to Perform</td>
<td>5</td>
</tr>
<tr>
<td>1.7</td>
<td>Financial Ability to Perform</td>
<td>5</td>
</tr>
<tr>
<td>1.8</td>
<td>Time</td>
<td>5</td>
</tr>
<tr>
<td>1.9</td>
<td>Safety at the Work Site</td>
<td>6</td>
</tr>
<tr>
<td>1.10</td>
<td>Cleanliness of the Work Site and Environ</td>
<td>6</td>
</tr>
<tr>
<td>1.11</td>
<td>Damage to the Work, the Work Site and Other Property</td>
<td>6</td>
</tr>
<tr>
<td>1.12</td>
<td>Subcontractors and Suppliers</td>
<td>6</td>
</tr>
<tr>
<td>1.13</td>
<td>Simultaneous Work By Others</td>
<td>7</td>
</tr>
<tr>
<td>1.14</td>
<td>Occupancy Prior to Final Payment</td>
<td>7</td>
</tr>
<tr>
<td>1.15</td>
<td>Owner’s Right to Terminate or Suspend Work for Convenience</td>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE II</th>
<th>CHANGES AND DELAYS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Changes</td>
<td>7</td>
</tr>
<tr>
<td>2.2</td>
<td>Delays</td>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE III</th>
<th>CONTRACTOR’S RESPONSIBILITY FOR DEFECTIVE WORK</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Inspection; Testing; Correction of Defects</td>
<td>8</td>
</tr>
<tr>
<td>3.2</td>
<td>Warranty of Work</td>
<td>8</td>
</tr>
<tr>
<td>3.3</td>
<td>Owner’s Right to Correct</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE IV</th>
<th>FINANCIAL ASSURANCES</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Bonds</td>
<td>9</td>
</tr>
<tr>
<td>4.2</td>
<td>Insurance</td>
<td>9</td>
</tr>
<tr>
<td>4.3</td>
<td>Indemnification</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE V</th>
<th>PAYMENT</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Contract Price</td>
<td>9</td>
</tr>
<tr>
<td>5.2</td>
<td>Taxes and Benefits</td>
<td>10</td>
</tr>
<tr>
<td>5.3</td>
<td>Progress Payments</td>
<td>10</td>
</tr>
<tr>
<td>5.4</td>
<td>Final Acceptance and Final Payment</td>
<td>10</td>
</tr>
<tr>
<td>5.5</td>
<td>Liens</td>
<td>11</td>
</tr>
<tr>
<td>5.6</td>
<td>Deductions</td>
<td>11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE VI</th>
<th>DISPUTES AND REMEDIES</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Dispute Resolution Procedure</td>
<td>12</td>
</tr>
<tr>
<td>6.2</td>
<td>Contractor’s Remedies</td>
<td>12</td>
</tr>
<tr>
<td>6.3</td>
<td>Owner’s Remedies</td>
<td>12</td>
</tr>
<tr>
<td>6.4</td>
<td>Owner’s Special Remedy for Delay</td>
<td>13</td>
</tr>
<tr>
<td>6.5</td>
<td>Terminations and Suspensions Deemed for Convenience</td>
<td>13</td>
</tr>
</tbody>
</table>
ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect
7.2 Relationship of the Parties
7.3 No Collusion
7.4 Assignment
7.5 Confidential Information
7.6 No Waiver
7.7 No Third Party Beneficiaries
7.8 Notices
7.9 Governing Laws
7.10 Changes in Laws
7.11 Compliance with Laws and Grants
7.12 Compliance with Patents
7.13 Time
7.14 Severability
7.15 Entire Agreement
7.16 Amendments

CONTRACTOR'S CERTIFICATION

ATTACHMENT A Supplemental Schedule of Contract Terms
ATTACHMENT B Specifications
ATTACHMENT C Unit Prices
APPENDIX 1 - Prevailing Wage Ordinance
CHANGE ORDER FORM
PERFORMANCE BOND
LABOR AND MATERIAL PAYMENT BOND
WAIVER OF LIEN TO DATE FORM
FINAL WAIVER OF LIEN FORM

Contract - Page 3
In consideration of the mutual promises set forth below, the Village of Glencoe, c/o Village Hall, 675 Village Court, Glencoe, Illinois 60022, a home rule municipal corporation ("Owner"), and Schroeder and Schroeder, 7306 Central Park Ave, Skokie, IL 60076 a concrete and construction contractor ("Contractor"), make this Contract as of the 26th of April, 2019, and hereby agree as follows:

**ARTICLE I**

**THE WORK**

1.1 **Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

A. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

B. **Permits.** Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

C. **Bonds and Insurance.** Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

D. **Taxes.** Pay all applicable federal, state, and local taxes.

E. **Miscellaneous.** Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

F. **Quality.** Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and 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.

1.2 **Commencement and Completion Dates**

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 **Required Submittals**

A. **Submittals Required.** Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract.

1.4 **Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to 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.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site: Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contract - Page 5
Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 **Safety at the Work Site**

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 **Cleanliness of the Work Site and Environments**

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 **Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures, and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 **Subcontractors and Suppliers**

A. **Approval and Use of Subcontractors and Suppliers.** Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.
B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates
an increase of fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 

Delays
A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 

Inspection; Testing; Correction of Defects
A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 

Warranty of Work
A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

3.3 

Owner's Right to Correct
If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.
ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds
Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance
Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however the Work may not begin until such policies are submitted. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification
Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as provided in this Contract shall not be limit on the Contractor's obligation under this Section 4.3.

ARTICLE V
PAYMENT

5.1 Contract Price
Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits
Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments
A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Certified Payroll Records. Contractor shall submit to Owner, on a monthly basis, the certified payroll records required by Section 5 of the Prevailing Wage Act, as amended, 820 ILSC 130/5.

D. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release
Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. **Waivers of Lien.** Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. **Removal of Liens.** If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. **Protection of Owner Only.** This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 **Deductions**

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5-106 A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

**ARTICLE VI**

**DISPUTES AND REMEDIES**

6.1 **Dispute Resolution Procedure**

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without
regard to such dispute or objection. Unless Contractor so notifies Owner within two business
days after receipt of such requirement, direction, instruction, interpretation, determination, or
decision, Contractor shall be conclusively deemed to have waived all such disputes or objections
and all claims based thereon.

B. **Negotiation of Disputes and Objections.** To avoid and settle without litigation any such dispute
or objection, Owner and Contractor agree to engage in good faith negotiations. Within three
business days after Owner's receipt of Contractor's written notice of dispute or objection, a
conference between Owner and Contractor shall be held to resolve the dispute. Within three
business days after the end of the conference, Owner shall render its final decision, in writing, to
Contractor. If Contractor objects to the final decision of Owner, then it shall, within three
business days, give Owner notice thereof and, in such notice, shall state its final demand for
settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively
deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all
claims based on such final decision.

6.2 **Contractor's Remedies**
If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this
Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of
Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to
pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or
equity.

6.3 **Owner's Remedies**
If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute,
or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the
Work in full compliance with the requirements of this Contract on or before the Completion Date, or
has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in
part, or has falsely made any representation or warranty in this Contract, or has otherwise failed,
refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its
debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within
five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall
have the right, at its election and without prejudice to any other remedies provided by law or equity, to
pursue any one or more of the following remedies:

A. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to
complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable,
nonconforming, or incomplete; to remove from the Work Site any such work; to accelerate all or
any part of the Work; and to take any or all other action necessary to bring Contractor and the
Work into strict compliance with this Contract.

B. Owner may perform or have performed all Work necessary for the accomplishment of the results
stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense,
including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

C. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or
dilatory Work or part thereof and make an equitable reduction in the Contract Price.

D. Owner may terminate this Contract without liability for further payment of amounts due or to
become due under this Contract.

E. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract
and, for the purpose of completing or correcting the Work, evict Contractor and take possession
of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals,
drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and
either complete or correct the Work with its own forces or contracted forces, all at Contractor's
expense.

F. Upon termination of this Contract or of Contractor's rights under this Contract, and at Owner's
option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be
deemed to be assigned to Owner without any further action being required, but Owner shall not
thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

G. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

H. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.5(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfeathered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this
Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information
All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver
No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, 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, flawed, unsuitable, nonconforming, or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

7.8 Notices
All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Glencoe
 c/o Village Hall
 675 Village Court
 Glencoe, Illinois 60022
 Attention: David C. Mau, Director of Public Works

with a copy to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steve Elrod Village Attorney

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Schroeder and Schroeder
7306 Central Park Ave.
Skokie, IL 60076
Attention: Chris Schroeder, President

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.
7.9 **Governing Laws**
This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 **Changes in Laws**
Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 **Compliance with Laws and Grants**
Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, 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 shall apply to this Contract; any other prevailing wage laws, the Fair Labor Standards Act; any statutes regarding qualification to do business; 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, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

Contractor 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 **Compliance with Patents**
A. **Assumption of Costs, Royalties, and Fees.** Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. **Effect of Contractor Being Enjoined.** Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may be by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner.
or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 **Time**
The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 **Severability**
The provisions of this Contract 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.

7.15 **Entire Agreement**
This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

Nothing in this Contract shall be construed to waive or limit any aspect of Owner’s lawful authority to regulate the activities of Contractor, its subcontractors’ or any other person or to regulate the Work, the Work Site or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of or require Owner to issue any license or permit to Contractor or any subcontractor.

7.16 **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 Contractor.
IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness: Deputy Village Clerk
By: 
Title: 

VILLAGE OF GLENCOE
By: Philip A. Kravay
Title: Village Manager

Attest/Witness: Secretary
By: 
Title: 

SCHROEDER AND SCHROEDER
By: 
Title: President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS
STATE OF ILLINOIS  
COUNTY OF COOK  

CONTRACTOR'S CERTIFICATION

CHRIS SCHROEDER, (Contractor's Executing Officer), being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq...

DATED this 2nd day of MAY, 2019.

Attest/Witness: 
Title: SECRETARY

Contractor Name: SCHROEDER & SCHROEDER, INC.

By:  
By:

Subscribed and Sworn to before me this 2nd day of MAY, 2019.

My Commission expires 01-30-2021

Notary Public

SEAL

"OFFICIAL SEAL" 
THERESA M. WINANDY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/25/2021
VILLAGE OF GLENCOE

CONTRACT FOR 2019 CONCRETE SIDEWALK AND CURB REPLACEMENT PROGRAM

ATTACHMENT A – SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

I. Project: 2019 Concrete Sidewalk and Curb Replacement Program. For further specifications, please see Attachment-B.

II. Work Site: Locations as directed by the Village Engineer.

III. Permits, Licenses, Approvals, and Authorizations: Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Contractor will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.

IV. Commencement Date: The date of execution of the Contract by Owner.

V. Completion Date: September 30, 2019.

VI. Insurance Coverages:

A. Worker’s Compensation and Employer’s Liability with limits not less than:

   (1) Worker’s Compensation: Statutory;

   (2) Employer’s Liability:
       $1,000,000 injury - per occurrence
       $500,000 disease - per employee
       $1,000,000 disease - policy limit

       Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability, with a combined single limit of liability for bodily injury and property damage of not less $1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.

C. Commercial General Liability with coverage written on an “occurrence” basis and with limits no less than $2,000,000 Bodily Injury and Property Damage Combined Single Limit. Coverage is to be written on an “occurrence” basis:

   - Broad Form Property Damage Endorsement
   - Products/Completed Operations (to be maintained for two years following final payment).
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - “X,” “C,” and “U” exclusions shall be limited
   - Contractual Liability
   - Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

   All employees shall be included as insureds.

   Contractual Liability shall specifically include the indemnification set forth in the Contract.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner shall be names as an Additional Insured on all policies except for Worker’s Compensation, and Comprehensive Motor Vehicle Liability.

Each such additional Insured endorsement shall identify Owner as follows: Village of Glencoe, including its Board Members and elected and appointed officials, its officers, employees, agents,
VILLAGE OF GLENCOE
CONTRACT FOR 2019 CONCRETE SIDEWALK AND CURB REPLACEMENT PROGRAM
ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

attorneys, consultants, and representatives. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

F. Other Parties as Additional Insureds. In addition to the Owner, the following parties shall be named as additional insureds on the following policies.

<table>
<thead>
<tr>
<th>Additional Insured (if none so state)</th>
<th>Policy or Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VII. Contract Price: Not-to-Exceed $125,000

For unit prices, please see Attachment C

VIII. Progress Payments:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
C. **Application of Payments.** All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.
VILLAGE OF GLENCOE
CONTRACT FOR 2019 CONCRETE SIDEWALK AND CURB REPLACEMENT PROGRAM
CHANGE ORDER FORM

CHANGE ORDER

VILLAGE OF GLENCOE

PROJECT NAME: ________________________________

LOCATION: ________________________________

CONTRACTOR: ________________________________

SHEET _________ OF _________

CHANGE ORDER NO. __________

CONTRACT NO. __________

DATE: __________________________

1. A. DESCRIPTION OF CHANGES INVOLVED:

B. REASON FOR CHANGE:

C. REVISION IN PRICE:
II. ADJUSTMENTS IN AMOUNT OF CONTRACT:

1. Amount of Original Contract Price $__________________

2. Net (addition) (reduction) due to all previous Change Orders Nos. _____ to _____ $__________________

3. Amount of Contract Price, not including this Change Order $__________________

4. (Addition) (Reduction) to Contract Price due to this Change Order $__________________

5. Amount of Contract Price including this Change Order $__________________

III. FINDINGS.

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

___ is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;

___ is germane to the Contract in its original form as signed; and/or

___ is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

DIRECTOR OF PUBLIC WORKS

Date: ____________________________ By: ____________________________

ACCEPTED:

SCHROEDER AND SCHROEDER

Date: ____________________________ By: ____________________________

VILLAGE OF GLENCOE

Date: ____________________________ By: ____________________________
VILLAGE OF GLENCOE
CONTRACT FOR 2019 CONCRETE SIDEWALK AND CURB REPLACEMENT PROGRAM
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: CONTRACTOR NAME AND ADDRESS, as Principal, hereinafter called Contractor, and

organized and existing under the laws of the State of _______________________, hereinafter called Surety, are held and firmly bound unto Village of Glenco, c/o Village Hall, 675 Village Court, Glenco, Illinois, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of $CONTRACT PRICE, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated CONTRACT DATE with Owner entitled "CONTRACT NAME" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the contract, including, but not limited to, contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for PROJECT DESCRIPTION; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Attachment A of the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.
VILLAGE OF GLENCOE
CONTRACT FOR 2019 CONCRETE SIDEWALK AND CURB REPLACEMENT PROGRAM
PERFORMANCE BOND

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this __________ day of __________, 20____.

Attest/Witness: _______________________________ PRINCIPAL: COMPANY NAME

By: _______________________________ By: _______________________________

Title: _______________________________ Title: _______________________________

Attest/Witness: _______________________________ SURETY: SURETY NAME

By: _______________________________ By: _______________________________

Title: _______________________________ Title: _______________________________

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS
VILLAGE OF GLENCOE
CONTRACT FOR 2019 CONCRETE SIDEWALK AND CURB REPLACEMENT PROGRAM
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: CONTRACTOR NAME AND ADDRESS, as Principal, hereinafter
called Contractor, and

organized and existing under the laws of the State of __________, hereinafter called
Surety, are held and firmly bound unto Village of Glencoo, c/o Village Hall, 675 Village Court, Glencoo, Illinois, as
Obigee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full
and just sum of CONTRACT PRICE, to be paid to it or the said claimants or its or their assigns, to which payment
well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and
administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the
obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated CONTRACT DATE, with Owner entitled
"CONTRACT NAME" (the "Contract"), the terms and conditions of which are by this reference incorporated herein
as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall
promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor’s
obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified
in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery,
tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the
PROJECT DESCRIPTION (2) to procure and furnish all permits, licenses and other governmental approvals and
authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the
Contract; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract;
(4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the
Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in
full compliance with, and as required by or pursuant to, the Contract, all of which is herein referred to as the
"Work," whether or not any of said Work enter into and become component parts of the improvement contemplated,
than this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a
subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just
claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts
due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools
consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of
such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant,
and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or
expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, 15 and 16] shall
be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought
under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or
voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner
to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations,
omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in
or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or
manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or
to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this __________ day of __________, 20______.

Attest/Witness: 

PRINCIPAL:

By: ________________________________

Title: ________________________________

SURETY:

By: ________________________________

Title: ________________________________

Attest/Witness:

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS
Removal and Replacement, 6". The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

**New Sidewalk Construction.** This item shall include excavation and placement of new sidewalk of the thickness specified. Excavation shall include removal of top soil, sod, existing driveways, and debris encountered to reach a depth of approximately 2" below the proposed bottom of sidewalk. Two inches of CA14 Course Aggregate (Section 1000) shall then be compacted in place followed by the specified thickness of Portland Cement Concrete Sidewalk. Methods of construction will be according to those in Portland Cement Concrete Sidewalk. The aggregate shall be included as part of this item.

**Concrete Curb Various Types Removal and Replacement.** This work shall consist of removal and replacement of existing curb where indicated by the Village Engineer. Sections of curb to be removed must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Engineer and is subject to approval by the Engineer. All work will be done in accordance with Section 606 - Concrete Gutter, Concrete Curb, Combination Concrete Curb and Gutter, Concrete Median, Paved Ditch. Contraction joints shall be sawed according to Section 503.09 **every ten feet** or at wider spacings if required by the Engineer. Other joints required will be according to Section 420.10 (c-d) only, with transverse expansion joints every 50 feet. For continuous section 0' - 50' long, one (1) transverse expansion joint will be required.

**Sidewalk Removal.** This work will consist of removal of existing sidewalk and proper disposal. Contractor is responsible to supply appropriate traffic control for this area.

**Site Restoration.** The Contractor shall place top soil and seed where the grade of new sidewalk or curb and gutter is substantially above the existing grade. Topsoil and seed will placed where gaps between existing grade and replaced sidewalk or curb exist. This item will be considered incidental to all construction. When adjacent to curb, the area will be 6" thick at the curb and taper down to 0" thick, 3 feet from the curb. Any settlement of these areas subsequent to initial restoration will be corrected with additional topsoil and seed.

**Sawcut Pavement Full Depth.** This item shall consist of cutting asphalt and concrete pavement to a minimum depth of 8" with an approved machine powered saw fitted with liquid lubricant supply to prevent dust pollution. Saw-cutting shall be performed at locations as specified by the Engineer. The Contractor shall provide traffic control and safety equipment as necessary to protect all personnel, equipment and materials. The cost of providing traffic control and safety equipment shall be incidental to the contract.

This item shall be paid for at the contract unit price per linear foot, measured in place for sawcut pavement full depth.
<table>
<thead>
<tr>
<th>Item Description</th>
<th>UofM</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5&quot; PCC Sidewalk Remove &amp; Replace</td>
<td>Sq Ft</td>
<td>$7.00</td>
</tr>
<tr>
<td>7&quot; PCC Sidewalk Remove &amp; Replace</td>
<td>Sq Ft</td>
<td>$7.25</td>
</tr>
<tr>
<td>ADA Detectable Warning</td>
<td>SF</td>
<td>$45.00</td>
</tr>
<tr>
<td>Combination Concrete C&amp;G, R&amp;R, Match Existing (Intermittent)</td>
<td>LF</td>
<td>$25.00</td>
</tr>
<tr>
<td>CLASS B (PCC BASE ONLY) 9&quot; (97 PCC PAVEMENT ALLEY)</td>
<td>Sq Yd</td>
<td>$78.00</td>
</tr>
<tr>
<td>PCC Driveway, 6&quot;, R&amp;R</td>
<td>Sq Yd</td>
<td>$68.00</td>
</tr>
<tr>
<td>COMBINATION CURB AND GUTTER R &amp; R (M3.12, B6.12, B6.18)</td>
<td>Ln Ft</td>
<td>$25.00</td>
</tr>
<tr>
<td>DETECTABLE WARNING (NEENAH PLATE)</td>
<td>Sq Ft</td>
<td>$50.00</td>
</tr>
<tr>
<td>Tree Grate Installation</td>
<td>Ea</td>
<td>$500.00</td>
</tr>
<tr>
<td>Manhole, Inlet Adjustments</td>
<td>Ea</td>
<td>$525.00</td>
</tr>
<tr>
<td>PCC SIDEWALK, 5&quot; OR 6&quot; R&amp;R STATE OR COUNTY RD</td>
<td>Sq Ft</td>
<td>$9.00</td>
</tr>
<tr>
<td>AGGREGATE BASE COURSE, TYPE B 4&quot;</td>
<td>SQ YD</td>
<td>$4.00</td>
</tr>
<tr>
<td>ADA Detectable Warning (fiberglass)</td>
<td>Ea</td>
<td>$350.00</td>
</tr>
<tr>
<td>5&quot;-5&quot; PCC Sidewalk Remove and Replace</td>
<td>Sq Ft</td>
<td>$7.75</td>
</tr>
<tr>
<td>COMBINATION CURB AND GUTTER R &amp; R (B6.24)</td>
<td>Ln Ft</td>
<td>$50.00</td>
</tr>
<tr>
<td>ADA Detectable Warnings (Installation Only)</td>
<td>Ea</td>
<td>$250.00</td>
</tr>
<tr>
<td>New PCC Sidewalk Placement (5&quot;-6&quot;)</td>
<td>Sq Ft</td>
<td>$10.50</td>
</tr>
<tr>
<td>EARTHY EXCAVATION</td>
<td>CU YD</td>
<td>$37.00</td>
</tr>
<tr>
<td>TOPSOIL FURNISH AND PLACE, 4&quot;</td>
<td>SQ YD</td>
<td>$3.00</td>
</tr>
<tr>
<td>Erosion Control Blanket</td>
<td>Sq Yd</td>
<td>$2.00</td>
</tr>
<tr>
<td>Subbase Granular Material, Type B, 6&quot;</td>
<td>Sq Yd</td>
<td>$6.00</td>
</tr>
<tr>
<td>Aggregate Base Course, Type B, 2&quot;</td>
<td>Sq Yd</td>
<td>$2.50</td>
</tr>
<tr>
<td>Welded Wire Reinforcement</td>
<td>Sq Yd</td>
<td>$7.50</td>
</tr>
<tr>
<td>PCC Driveway Pavement, 6&quot;</td>
<td>Sq Yd</td>
<td>$65.00</td>
</tr>
<tr>
<td>PCC Sidewalk, 5&quot;</td>
<td>Sq Ft</td>
<td>$8.00</td>
</tr>
<tr>
<td>PCC Sidewalk, 6&quot;</td>
<td>Sq Ft</td>
<td>$8.50</td>
</tr>
<tr>
<td>Driveway Pavement Removal</td>
<td>Sq Yd</td>
<td>$10.00</td>
</tr>
<tr>
<td>Sidewalk Removal</td>
<td>Sq Ft</td>
<td>$0.01</td>
</tr>
<tr>
<td>Class B Patches, Type III, 7 Inch</td>
<td>Sq Yd</td>
<td>$88.00</td>
</tr>
<tr>
<td>Class B Patches, Type IV, 7 Inch</td>
<td>Sq Yd</td>
<td>$84.00</td>
</tr>
<tr>
<td>Catch Basins to be Adjusted</td>
<td>Ea</td>
<td>$400.00</td>
</tr>
<tr>
<td>Manholes to be Adjusted</td>
<td>Ea</td>
<td>$525.00</td>
</tr>
<tr>
<td>Manholes to be Reconstructed</td>
<td>Ea</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Inlets to be Adjusted</td>
<td>Ea</td>
<td>$490.00</td>
</tr>
<tr>
<td>Valve Vaults to be Adjusted</td>
<td>Ea</td>
<td>$525.00</td>
</tr>
<tr>
<td>Modified Urethane Pavement Marking - Line 4&quot;</td>
<td>Ln Ft</td>
<td>$6.00</td>
</tr>
<tr>
<td>Modified Urethane Pavement Marking - Line 6&quot;</td>
<td>Ln Ft</td>
<td>$7.00</td>
</tr>
<tr>
<td>Modified Urethane Pavement Marking - Line 12&quot;</td>
<td>Ln Ft</td>
<td>$8.00</td>
</tr>
<tr>
<td>Modified Urethane Pavement Marking - Line 24&quot;</td>
<td>Ln Ft</td>
<td>$18.00</td>
</tr>
<tr>
<td>Pavement Marking Removal</td>
<td>Sq Ft</td>
<td>$5.00</td>
</tr>
<tr>
<td>Temporary Access (Private Entrance)</td>
<td>Ea</td>
<td>$100.00</td>
</tr>
<tr>
<td>Temporary Access (Commercial Entrance)</td>
<td>Ea</td>
<td>$250.00</td>
</tr>
<tr>
<td>Detectable Warnings (Special)</td>
<td>Sq Ft</td>
<td>$45.00</td>
</tr>
<tr>
<td>Traffic Control and Protection (Special)</td>
<td>Ea</td>
<td>$985.00</td>
</tr>
<tr>
<td>Brick Paver Removal and Reinstallation</td>
<td>Sq Ft</td>
<td>$25.00</td>
</tr>
<tr>
<td>Combination Concrete Curb and Gutter H&amp;M</td>
<td>Ln Ft</td>
<td>$42.00</td>
</tr>
<tr>
<td>Seeding, Class I</td>
<td>Sq Yd</td>
<td>$3.00</td>
</tr>
<tr>
<td>Sodding, Special</td>
<td>Sq Yd</td>
<td>$18.00</td>
</tr>
<tr>
<td>Warm Mix Asphalt Driveway, Remove and Replace</td>
<td>Sq Yd</td>
<td>$55.00</td>
</tr>
<tr>
<td>Warm Mix Asphalt Surface Removal and Replacement</td>
<td>Ton</td>
<td>$265.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>UofM</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combination Concrete C&amp;G, M-5.12, NEW</td>
<td>Ln Ft</td>
<td>$35.00</td>
</tr>
<tr>
<td>Manhole Type A, 5&quot; Dia, TY1 Frame with Open Grate</td>
<td>Ea</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>Catch Basin Type A, 4&quot; Dia, Neenah R-3502 Frame and Grate</td>
<td>Ea</td>
<td>$4,850.00</td>
</tr>
<tr>
<td>Storm Sewers Ductile Iron Pipe 8&quot;</td>
<td>Ln Ft</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>12&quot; PVC SDR 35</td>
<td>Ln Ft</td>
<td>$54.00</td>
</tr>
<tr>
<td>EARTHY EXCAVATION</td>
<td>Ln Yd</td>
<td>$4,750.00</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Unit</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>7A</td>
<td>Topsoil Furnish and Place 6&quot;</td>
<td>Sq Yd</td>
</tr>
<tr>
<td>8A</td>
<td>Soil Erosion and Sediment Control</td>
<td>L Sum</td>
</tr>
<tr>
<td>9A</td>
<td>PCC Sidewalk, 5&quot; Thickness</td>
<td>Sq Ft</td>
</tr>
<tr>
<td>10A</td>
<td>Sidewalk Removal</td>
<td>Sq Ft</td>
</tr>
<tr>
<td>11A</td>
<td>Curb Removal</td>
<td>Ln Ft</td>
</tr>
<tr>
<td>12A</td>
<td>Remove Retaining Wall</td>
<td>Ln Ft</td>
</tr>
<tr>
<td>13A</td>
<td>Remove Bike Rack</td>
<td>L Sum</td>
</tr>
<tr>
<td>14A</td>
<td>Accessible Ramp Retaining Wall</td>
<td>Ln Ft</td>
</tr>
<tr>
<td>15A</td>
<td>Aco Series K100 Trench Drain</td>
<td>Ln Ft</td>
</tr>
<tr>
<td>16A</td>
<td>4&quot; PVC SDR 35</td>
<td>Ln Ft</td>
</tr>
<tr>
<td>17A</td>
<td>8&quot; PVC SDR 35</td>
<td>Ln Ft</td>
</tr>
<tr>
<td>18A</td>
<td>8&quot; Ultraflex Checkmate Check Valve</td>
<td>Ea</td>
</tr>
<tr>
<td>19A</td>
<td>12&quot; Square Yard Drain w/Grate</td>
<td>Ea</td>
</tr>
<tr>
<td>20A</td>
<td>Remove Inlets</td>
<td>Ea</td>
</tr>
<tr>
<td>21A</td>
<td>Conc Curb Type B.6</td>
<td>Ln Ft</td>
</tr>
</tbody>
</table>