
PROPOSAL and CONTRACT

PROPOSAL

TO THE OWNER, _____

1. Proposal of _____
(name and address of bidder)

(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
7. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the Owner may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within _____ calendar days after the date of the execution of the contract by both parties, or by _____ if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or bid bond, complying with the requirements of the specifications, made payable to: _____

The amount of the bond, check or draft is _____

_____ (\$ _____).

If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond; otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?

2. (a) Have you done work of this nature? _____
(b) To what extent? (Dollar value) _____
(c) For whom? _____

3. Do you have sufficient equipment to perform this work? _____
If so, list major items: _____

4. Give Bank reference: _____
Address: _____

5. List names and addresses of major suppliers:

6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? _____
(a) If so where? _____
(b) For what reason? _____

7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? _____

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? _____
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? _____
10. If awarded contract, work will begin in _____ calendar days.

CERTIFICATE OF ELIGIBILITY TO BID

I, _____ (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he , she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: _____

By: _____
(Name of Contractor)

(Title)

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a co-partnership)

Firm Name (SEAL)

Signed by (SEAL)

Business Address

Insert
Names and
Addresses of
All Members
of the Firm
.....
.....
.....
.....

(If a corporation)

Corporate Name

Signed By
President

Business Address

(Corporate Seal)

Insert
Names of
Officers
President
Secretary
Treasurer

Attest:

Attestor's Title: _____

Phone Number _____

SCHEDULE OF PRICES

Local Agency Village of North Barrington

Location _____

Description Grassmere, Haverton, and Oaksbury Pond Drainage Improvements

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Bidder's Proposal for making Entire Improvements					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	PERIMETER EROSION BARRIER	FOOT	2,400		
2	STABILIZED CONSTRUCTION ENTRANCE	L SUM	1		
3	TREE TRUNK PROTECTION	EACH	60		
4	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100		
5	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50		
6	TREE ROOT PRUNING	EACH	40		
7	DEWATERING	L SUM	1		
8	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1		
9	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	20		
10	TEMPORARY DITCH CHECKS	FOOT	1,250		
11	INLET AND PIPE PROTECTION	EACH	10		
12	PIPE CULVERT REMOVAL	FOOT	165		
13	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE B	FOOT	60		
14	STEEL PLATE BEAM GUARDRAIL, TYPE B (SPECIAL)	FOOT	60		
15	EARTH EXCAVATION	CU YD	230		
16	CHANNEL EXCAVATION (SPECIAL)	CU YD	3,370		
17	PIPE CULVERTS, CLASS A, TYPE 1 15"	FOOT	150		
18	PIPE CULVERTS, CLASS A, TYPE 1 18"	FOOT	150		
19	PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	35		
20	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	12		
21	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	12		
22	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	2		
23	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	850		
24	POROUS GRANULAR EMBANKMENT	CU YD	70		

Item No.	Items	Unit	Quantity	Unit Price	Total
25	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	70		
26	TRENCH BACKFILL	CU YD	200		
27	HELICAL PIER	EACH	22		
28	BIAXIAL GEOGRID	SQ YD	180		
29	PRECAST CONCRETE BOX CULVERTS 8' X 2'	FOOT	50		
30	BOX CULVERT END SECTIONS	EACH	2		
31	MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES	SQ YD	65		
32	AGGREGATE WEDGE SHOULDER, TYPE B	TON	250		
33	CLASS D PATCHES, TYPE IV, 18 INCH	SQ YD	110		
34	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	555		
35	FILTER FABRIC	SQ YD	200		
36	STONE RIPRAP, CLASS A2	TON	90		
37	STONE RIPRAP, CLASS A3 (SPECIAL)	TON	245		
38	STONE RIPRAP, CLASS A4 (SPECIAL)	TON	150		
39	STONE RIPRAP, CLASS A5 (SPECIAL)	TON	50		
40	RIVER ROCK	SQ YD	120		
41	TREE, CARYA LACINIOSA (SHELLBARK HICKORY), CONTAINER GROWN, 3-GALLON	EACH	12		
42	TREE, JUGLANS CINEREA (BUTTERNUT HICKORY), CONTAINER GROWN, 3-GALLON	EACH	13		
43	TREE, AESCULUS GLABRA (OHIO BUCKEYE), 2" CALIPER, BALLED AND BURLAPPED	EACH	10		
44	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2" CALIPER, BALLED AND BURLAPPED	EACH	4		
45	TREE, PLATANUS OCCIDENTALIS (SYCAMORE), 2" CALIPER, BALLED AND BURLAPPED	EACH	7		
46	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	12		
47	TREE, QUERCUS MACROCARPA (BUR OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	7		
48	TREE, QUERCUS PALUSTRIS (PIN OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	12		
49	TREE, TILIA AMERICANA (AMERICAN LINDEN/ BASSWOOD), 2" CALIPER, BALLED AND BURLAPPED	EACH	7		
50	TREE, LARIX LARICINA (AMERICAN LARCH), 2" CALIPER, BALLED AND BURLAPPED	EACH	5		
51	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 2" CALIPER, BALLED AND BURLAPPED	EACH	10		
52	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	500		
53	SEEDING, CLASS 4A	ACRE	0.1		
54	SEEDING, CLASS 4 (SPECIAL)	ACRE	8.4		
55	SEEDING, CLASS 4A (MODIFIED)	ACRE	19.3		
56	SEEDING, CLASS 4B (SPECIAL)	ACRE	3.6		
57	SEEDING, CLASS 4B (MODIFIED)	ACRE	5.6		

Item No.	Items	Unit	Quantity	Unit Price	Total
58	TURF REINFORCEMENT MAT	SQ YD	340		
59	EROSION CONTROL BLANKET	SQ YD	187,200		
60	PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG	UNIT	375		
61	SUPPLEMENTAL WATERING	UNIT	10		

**VILLAGE OF NORTH BARRINGTON
CONSTRUCTION SERVICES AGREEMENT FOR THE GRASSMERE, HAVERTON,
AND OAKSBURY POND DRAINAGE IMPROVEMENTS (GHO PROJECT)**

THIS AGREEMENT is made and entered this ____ day of March, 2026 by and between the Village of North Barrington, an Illinois municipal corporation ("Village"), located at 111 Old Barrington Road, North Barrington, IL 60010 and _____ ("Contractor"), located at _____. The Village and Contractor may be referred to in this Agreement individually as "Party", and collectively as the "Parties."

WHEREAS, Contractor has submitted the lowest responsible bid to provide the materials, labor, equipment, supervision and services required to perform the Filtration Plant Roof Replacement Project.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, agreements, and conditions set forth in this Agreement, the Parties agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 Agreement Documents - Incorporated by Reference. The Contract Documents consist of this Agreement and the following documents incorporated by reference:

- a. The Village's Invitation to Bid and all related documents;
- b. The Contractor's Bid and all related documents;
- c. Structural Geotechnical Report prepared by GEOCON Professional Services dated November 29, 2024;
- d. Project plans prepared by CIVILTECH dated December 4, 2025.

1.2 Enumeration of Certain Agreement Terms. The following terms and conditions are further enumerated and made part of this Agreement. In the event of a conflict between provision in this Agreement and any other Agreement Document incorporated by reference, the provisions of this Agreement shall control.

SECTION 2. PROJECT AND TERM.

2.1 Project Name. The name of this project is the Village of North Barrington Grassmere, Haverton, and Oaksbury Pond Drainage Improvements (GHO Project) ("Project").

2.2 Term. This Agreement shall become effective after signature and upon the satisfaction of the contract contingencies set forth in Section 2.3. Once the contract becomes effective it shall continue in full force and effect until the earlier of the following occurs: (i) final completion of all items of Work specified in the Agreement or (ii) to a new date mutually agreed upon by the parties in writing or (iii) the termination of this Agreement. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire

with respect to any term or provision of this Agreement. The parties agree that time is of the essence.

2.3 Agreement Contingencies. This Agreement is contingent upon (i) the issuance of a Section 404 Individual Permit from the U.S. Army Corps of Engineers which has been submitted for this project and is expected to be issued during the Spring of 2026 and (ii) the availability of sufficient funding from the Illinois Department of Commerce and Economic Opportunity pursuant to the terms of the grant awarded to the Village under DCEO Funding Agreement #24-413046.

2.4 Time of Performance. This project shall commence upon the effective date of this Agreement and shall be completed no later than September 11, 2026. Contractor represents that it has the personnel required to perform the Work in conformance with this deadline. The Contractor agrees that the work shall be done regularly, diligently, and uninterruptedly (subject to submitted schedule of work) at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by the Contractor that the construction completion date is a reasonable time. The Contractor agrees that time is of the essence.

2.5 Retention and Work to Be Done by Contractor. The Village retains the Contractor to perform the GHO Project, for and in consideration of the payments indicated in the Contractor's bid. The Contractor agrees that it shall, at its own cost and expense, perform all the work and furnish all the labor, material, tools, equipment, and other property necessary to do, construct, install, and complete all the work and improvements required for the Project (hereinafter "Work").

2.5 Agreement Administration. A "Notice to Proceed" order will be issued by the Village upon confirmation all contingencies have been satisfied and the Agreement has become effective. Once the "Notice to Proceed" order is issued, the Contractor's primary contacts with the Village will be the Project Manager or designee (hereinafter "Representatives"). The Village's Representatives' primary responsibility is to assure that the Village receives the Work in accordance with the terms and conditions of this Agreement. The Village Representative(s) shall oversee the entire Project from kick-off activities through close out and payment of final invoice, monitor Project progress; address any quality issues and change orders, and review and approve service deliverables.

2.6 Project Manager. The Village's Representative for the Project shall be designated at or prior to the issuance of the Notice to Proceed.

2.7 Bonds. In accordance with the Instructions to Bidders, Contractor shall deposit with the Village before commencing any Work a performance bond and a payment bond for 100% of the Contract Sum, guaranteeing the faithful performance of the Work in accordance with the Contract Documents, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work.

2.8 Warranty. Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the Work and/or within **two (2) years** thereafter, shall be corrected immediately pursuant to the requirements determined by the Village's Project Manager, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor of any obligation to perform sound and reliable work as herein described.

The Contractor warrants to the Village that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions nor properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

3.1 Agreement Amount. The total amount billed by the Contractor for the Work performed for the Project shall be according to Contractors bid in an amount not to exceed \$ _____ .

3.2 Payment. The Contractor shall receive and accept payments indicated in its bid as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement. Village shall make payments to the Contractor on the basis of Contractor's Applications for Payment as recommended by the Village's Project Manager, or designee. All payments shall be based on the progress of the Work measured by the schedules provided in the Contract Documents. Authorization of payment requires the receipt by the Village of invoices from the Contractor containing sufficient detail of the Work performed, including:

- (i) Pay application, including all quantities to date and approved payment values;
- (ii) Copies of Certified Payroll records, including Subcontractors to show 10% Apprenticeship compliance under the Illinois Works Job Program Act.
- (iii) Contractor's Affidavits/Lien Waivers (partial(s) and final);
- (iv) BEP Partial Waiver/Final Waiver per applicable prime and/or subcontractor;
- (v) Also to be included per pay request an Excel file of quantities included in pay request per bid cost schedule;

For Waiver of Lien Contractor shall include the following:

1. To fulfill the Waiver(s) of Lien requirement for Applications for Payment, the First Application for Payment, shall be accompanied by the Contractor's partial waiver of lien, for the full amount of payment due.
2. Each subsequent Application for Payment shall be accompanied by the Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Laborers, Subcontractors and Material Suppliers from all laborers, subcontractors, sub-subcontractors, and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
3. The final Application for Payment shall be accompanied by the Final Waiver of Lien for the full amount of the contract from the Contractor, and all laborers, subcontractors, sub-subcontractors, and suppliers, including those who have not previously furnished such final waivers.

To ensure proper performance of this Agreement, the Village shall retain ten percent (10%) of the amount for each application for payment until the Work is complete. The amounts retained from each application for payment shall not be released to Contractor unless the following conditions have been met: (i) final inspection and acceptance of the Work has been made by the Village; (ii) Contractor has submitted to the Village an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Village might be responsible have been paid or have otherwise been satisfied; and (iii) Contractor has submitted to the Village all certified payrolls, warranty documentation, releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, and any other required documentation pursuant to this Agreement. Nothing herein shall prevent the Village from invoking the remedies available to it pursuant to the default provisions of this Agreement or from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory Work progress, defective Work not remedied, disputed Work, or third-party claims filed against the Village. The Village shall not be required to make a final payment prior to completion and acceptance of the Work by the Village.

The Village may use the retained amounts to remedy any defective or uncorrected Work. At the end of the final payment, the Village may apply any retained amounts to offset any approved adjustment or authorized deduction to the Agreement price.

3.3 Changes and Alterations. Any changes or alterations to this Project affecting, inclusive of, but not limited to, scope, cost, milestones, deadlines, or other significant factors shall be integrated in writing on a Village approved Change Order Form; verbal approval is not considered a Change Order and is not authorization to proceed. Any Work that is performed beyond the approved Agreement scope or Agreement price shall not be paid without the Village's prior written consent through an approved Change Order.

3.4 Account Records. The Contractor shall maintain records showing actual time devoted and costs incurred in connection with the Work performed under this Agreement and shall permit the authorized representative of the Village to inspect, audit and make copies of all data, financial records, and supporting documents of the Contractor for the Work done under this Agreement.

SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY

4.1 Indemnification. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or of the Contractor, defend, indemnify, and hold harmless the Village, its past, present, and future elected officials, directors, officers, representatives, employees, agents, volunteers, and attorneys (hereinafter the "Village Indemnitees") from and against any and all claims, suits, allegations, demands, losses, damages, injuries, liabilities, fines, settlements, judgments, penalties, costs, expenses, and attorneys' fees, or any and all other relief or liability (hereinafter collectively the "Claims" or individually the "Claim"), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising out of, or in connection with, or resulting from or through or alleged to arise out of or result from or through, directly, or indirectly, the negligent acts, errors or omissions, or intentional acts or omissions of Contractor or Contractor's officers, employees, agents, or subcontractors in the performance of the Work required by this Agreement or from the Work to be performed under this Agreement, except to the extent caused by the Village's Indemnitees own intentional wrongful misconduct or omissions.

4.2 Insurance. The Contractor shall maintain for the duration of the Contract insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. The following insurance coverage shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Each required coverage shall be at least in the amount as follows:

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

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

4.2.3 Comprehensive General Liability in a broad form on an occurrence basis, to include all activities to be performed in fulfillment of this contract. The General Aggregate Limit shall be not less than \$2,000,000. The Bodily Injury and property damage, combined single limit

for each occurrence shall not be less than \$1,000,000. The CGL policy shall be endorsed for the general aggregate to apply on a “per project” basis.

4.2.4 Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of Contractor’s, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed. The single limit for Each Occurrence Limit shall not be less than \$1,000,000.

4.2.5 Umbrella Coverage in the sum of \$5,000,000. shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers’ Liability.

4.2.6 Pollution Liability Insurance in a broad form on an occurrence basis, to include all activities to be performed in fulfillment of this contract. The single limit for Each Occurrence Limit shall not be less than \$1,000,000.

4.2.7 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor or Engineer’s profession, with a limit no less than \$2,000,000. per claim per policy year. Coverage shall be provided for up to three (3) years after project completion. This insurance shall cover the Contractor’s duties that involve professional engineering, design, or consultation work for this project.

4.2.8 Primary Coverage For any claims related to the Agreement, the Contractor’s insurance shall primary and non-contributory as respects to the Village and its officers, officials and employees agrees that with respect to the above required insurance:

4.2.9 Additional Insured Status An original Certificate of Insurance will be furnished as evidence of the required coverage with the bid and/or with executed contract and before work commences. The Village, and its respective elected and appointed officials, employees, agents, engineers, attorneys and representatives, shall be included as Additional Insured on a primary and non-contributory basis on all liability policies for the duration of the contract term.

SECTION 5. TERMINATION

5.1 Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, with or without cause, at any time upon fifteen (15) days prior written notice to the Contractor. In the event that this Agreement is so terminated, the Village shall pay Contractor for the Work performed and reimbursable expenses actually incurred as of the effective date of termination, less any sums attributable, directly, or indirectly, to Contractor's breach of this Agreement. The written notice required shall be in writing and shall be given only by hand delivery, or prepaid with confirmation of delivery request, or by electronic by electronic mail with delivery confirmation. Contractor shall submit an invoice to the Village showing in detail the Work performed under this Agreement up to the termination date. Contractor’s receipt of

payment for Work rendered upon Village's termination of this Agreement is Contractor's sole and exclusive remedy for termination for convenience by the Village. Village's termination for convenience does not constitute a default or breach of this Agreement.

If this Agreement is terminated as provided herein, Village may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of the Work under this Agreement. The Contractor shall be required to provide such documents, data, and other information within fifteen (15) days of the request.

5.2 Default. If it should appear at any time that the Contractor has failed or refused to perform, or has delayed in the performance of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work requirements or any other requirement of this Agreement ("Event of Default"), then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that is the subject of the Event of Default; and to take any or all action necessary to bring the Contractor and the Work into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement as to any or all Work yet to be performed, effective at a time specified by the Village, and shall pay Contractor for the Work performed or reimbursable expenses actually incurred as of the effective date of termination.

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

5.3 Bonds. Upon an event of default, the Village may file and prosecute claims against any surety posting bonds required by this Agreement.

5.4 Election of Remedies. Election of remedy by the Village will not be exclusive and it shall retain the right to pursue any remedy under this Agreement, common law, equity, or administrative relief.

SECTION 6. COMPLIANCE WITH LAWS AND GRANTS

6.1 Prevailing Wage Act. Prevailing Wage Act applies to this project. The Illinois Prevailing Wage Act, 820 ILCS 130/4 requires contractors and subcontractors to pay laborers, workers, and mechanics performing work under this contract no less than the "general prevailing rate of wages" (hourly cash plus annualized fringe benefits) and "general prevailing rate for legal holiday and overtime work" for Lake County, Illinois as ascertained by the Illinois Department of Labor. All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Illinois Prevailing Wage Act.

6.2 Utilization Goals of Minority and Women's Business Enterprises. Funding for the Project requires compliance with the State of Illinois Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et. seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. This project shall maintain mandatory compliance with an approved BEP Utilization Plan and shall comply with all reporting requirements.

The cumulative BEP for this Project is 28% (MBE/WMBE/WBE/WMBE), for all work performed outside of the Illinois Department of Transportation (IDOT) right-of-way, up to a maximum amount equaling \$698,880.00.

Only MBE/WMBE/WBE/WMBE contractors/subcontractors/suppliers certified through the State of Illinois' Central Management Services' (CMS) Business Enterprise Program can count toward the utilization goals for this project. All MBE/WBE registered and/or certified vendors must be identified within the State of Illinois BEP Certification Portal website database: (<https://cms.diversitycompliance.com/Default.asp>).

6.3 Illinois Work Apprenticeship Initiative. Funding for the Project requires compliance with the requirements of the Apprenticeship Initiative in the Illinois Works Jobs Program Act (30 ILCS 559/20-20) and requires Contractor to use apprentices to perform at least 10% of the total labor hours in each prevailing wage category for this project. Further, Contractor must provide certified payroll records verifying compliance with these requirements.

6.4 Freedom of Information Act. The Contractor shall, within four (4) business days of the request, provide any documents in the Contractor's possession related to this Agreement which the Village is required to disclose to a requester under the Illinois Freedom of Information Act ("FOIA").

6.5 Compliance with U.S. Army Corp Section 404 Permit. All construction activities, including excavation and any work within the project area, shall be conducted in accordance with the term and conditions of the U.S. Army Corps of Engineers Permit issued for this project.

6.6 Generally: Permits/Codes/Business Laws/Safety Standards/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 Services, and will comply with all applicable municipal, county, state and federal statutes, ordinances, rules, and regulations, including without limitation all applicable building and fire codes. 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', performance of, or failure to perform, the Services or any part thereof.

6.7 No Delinquent Taxes. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax, or has entered into an agreement with Department of Revenue for payment of all taxes due and is currently in compliance with that agreement, as set forth in 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.

SECTION 7. GENERAL PROVISIONS

7.1 Work Products. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, studies, logbooks, instructions, manuals, models, recommendations, printed and electronic files, and any other data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village.

7.2 Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

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

7.4 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

7.5 Governing Laws/Jurisdiction. This Agreement shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Nineteenth Judicial Circuit Court, Lake County, Illinois.

7.6 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

7.7 Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.8 Notice. All notices, consents, objections, approvals, waivers, and elections under the Agreement shall be in writing and shall be given only by hand delivery, or prepaid with confirmation of delivery request, or by electronic by electronic mail with delivery confirmation. All such communication shall be addressed to the applicable addressees set forth below or as any party may designate.

To the Owner:

John Lobaito
Village Administrator
Village of North Barrington
111 S. Old Barrington Road
North Barrington, IL 60010
Phone # 847-381-6000
Email: jlobaito@northbarrington.org

To the Contractor:

7.9 Electronic Signatures. The parties may execute this Agreement in writing or by e-mail delivery of a “.pdf” format data file, and any such signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability, and admissibility. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

7.10 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. If the Contractor is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

IN WITNESS WHEREOF the parties have entered into this Agreement this ____ day of _____ 2026.

BY CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

BY VILLAGE:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR ACKNOWLEDGEMENT OF DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) GRANT REQUIREMENTS

I, _____ (Contractor), have fully reviewed and understand the DCEO Grant Compliance Requirements and DCEO Template Forms contained in the Special Provisions section of the bid book and understand the obligation to follow all of the Grant requirements.

Date: _____

By: _____

(Signature)

(Name of Contractor)

(Title)

Notary Public: _____

(Title)

Date of Commission Expiry

BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

_____ Name of Project

for the Village/City/Town of _____, County of _____,

State of _____ hereby certifies that he has read all of the Contract Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Name of Bidder

By: _____
Company Name

Date: _____