



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, May 19, 2026

[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

- 1. Approval of the Minutes** for the meeting of the Committee of the Whole from **May 5, 2026**.

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

NEW BUSINESS

- 2. Approval of Resolution 2026-R25**, approving Bid Specifications and Bid Letting for **Class "D" Patching Program (2026)**.
- 3. Discussion and Recommendation** to allocate Village vehicle from PD back to Village Administration.
- 4. Discussion of Village vehicle use** including local establishments.

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:
Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Tuesday, May 05, 2026

CALL TO ORDER

ROLL CALL

PRESENT

- Trustee William Babcock
- Trustee John Broda
- Trustee Molly Butz
- Trustee Dayne Mead
- Trustee Michael Sima
- Trustee Michael Wright
- Village President Carol Gustafson

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **April 21, 2026.**

Trustee Wright asked for a motion for the approval of the minutes.

Motion was made by Trustee Broda, second by Trustee Mead. Voting yes: Trustees Sima, Mead, Butz, Wright, Babcock, Broda 6-0-0.

PUBLIC COMMENT (limited to 3 minutes per speaker)

No Public Comments.

PRESENTATIONS

Presentation: Proposed Annexation of **Valley View Tree Farm & Event Venue Concept**
Presented by: **Mark Payne**, Valley View Tree Farm, LLC

[No Action Requested]

Mark Payne, a lifelong Roscoe resident who worked at Valley View Tree Farm during high school and college, presented a detailed vision for the future of the property he recently purchased from the same family he once worked for. He described the project as both a personal passion and a long-term investment in preserving the farm's history while expanding its role in the community. Since taking

ownership, he has already revived the Christmas tree farm, which he emphasized will remain a permanent and central part of the operation.

Payne's plan centers on renovating and repurposing the existing historic buildings- not tearing anything down. He intends to modernize the barns, farmhouse, and gift shop while preserving their "old-world " character. The main event barn, currently in poor condition, would be the first major renovation and would serve as the primary venue for weddings, markets, and seasonal events. The farmhouse, already remodeled, would be used for overnight stays, giving guests a lodging option directly on the property. Another unique feature is Event Barn 2, located above the gift shop. Built around 1906, Payne described it as "magical," and plans to use it for smaller gatherings of up to 50 guests.

In Phase Two, Payne hopes to expand deeper into the property to create a secluded wooded event space surrounded by mature 50- to 60-year-old pine trees. This area would host larger indoor/outdoor events of roughly 150 guests and include a cabin-style lodging units to support the venue. He also noted that some of the smaller outbuildings on the property would be preserved and refreshed rather than demolished. Payne stressed that the entire project is designed to be phased, allowing him to complete the initial building renovations by late winter or early spring of next year, with the wooded venue following a year or two later depending on demand.

Trustees responded positively, praising the project's charm, community value, and Payne's commitment to preserving the farm's character. They discussed noise mitigation, parking, access, and zoning, with staff noting that the project would likely proceed as a Planned Unit Development (PUD) with a master site plan. Payne acknowledged he will need to meet with neighbors and coordinate with multiple agencies-including the fire district, county, and health department- to ensure the project moves smoothly through the approval process.

Presentation by Darko Gligorevic of Ambassador Homes regarding proposed Commercial and Residential Development at 11243 Main Street, Roscoe, Illinois.

Darko Gligorevic of Ambassador Homes presented his concept for redeveloping 11243 Main Street into a mixed-use downtown project modeled after his successful Willowbrook development. His plan includes two mixed-used buildings along Main Street with small commercial storefronts (such as a coffee shop) on the first floor and apartments above, plus five residential buildings behind them arranged around a central courtyard or green space. He emphasized strong demand for his units, noting long waiting lists and rapid leasing at Willowbrook.

Trustees asked a series of detailed questions to better understand the project's feasibility and community impact. Trustees Broda, asked about rental vs. ownership, including why the units would be rentals rather than for-sale townhomes, and what the expected rents would be for both the commercial and residential units. Trustee Sima also questioned the financial structure, including whether the project could work if the Village contributed the land through the Northern Illinois Land Bank, and whether waiving hookup fees or impact fees could help meet the developer's margin. Trustee Broda raised concerns about the balance of rental vs. owner-occupied housing in Roscoe, the economic return to the Village, and whether the project aligns with long-term downtown revitalization goals. He also asked about parking capacity, buffering for nearby single-family homes, construction timelines, and whether the developer could begin immediately if approvals were granted. Overall, Trustees were supportive of the concept but emphasized the need for more detailed plans, financials, and timelines before moving forward,

OLD BUSINESS

1. Discussion and Recommendation of **Donation of Village owned Property to Northern Illinois Landbank Authority (NILBA)** for proposed Commercial and Residential Development proposed by **Ambassador Homes**.

Property Address: 11243 Main Street, Roscoe, Illinois

Trustee Broda stated the proposal was not ready to move forward He explained that Darko had just explained he would need several months to complete bank underwriting, engineering, and ZBA steps before the project could advance. Because of that, Trustee Broda stated he did not want the item "showing up every two weeks" When nothing could happen yet. Trustee Broda and Trustee Wright both said the project needs to come back only when final plans were ready for Board action.

Tom Green Village Attorney clarified that instead of "tabling Indefinitely," the board could simply remove the item from the agenda until the developer returned with a complete, actionable proposal.

Trustee Broda made a motion to take the item off the agenda until plans are ready, second by Trustee Sima. Voting yes: Trustees Wright, Broda, Sima, Mead. Voting no Trustees Babcock Butz 4-2-0.

NEW BUSINESS

2. **Discussion and Recommendation of Ordinance 2026-07** amending Chapter 20, Article II, Sections 2-24 and 2-25 relating to **compensation of Trustees and President**

Trustee Babcock makes motion for the approval of Ordinance 2026-07, second by Trustee Butz. Voting yes: Trustees Babcock, Butz. Voting no: Trustees Mead, Sima, Wright, Broda 2-4-0.

President Gustafson who stated she had requested the item be placed on the agenda. She argued that the previous administration's salary increase had been "extraordinary" and that rolling compensation back to earlier levels would help control costs and return the positions to what she described as traditional, part-time public service roles. Gustafson framed the Ordinance as a financial correction citing concerns about rising costs and potential future revenue pressures at the state level.

Trustee Sima strongly opposed the reduction and delivered one of the most pointed critiques of the proposal. He argued that cutting the Village President's salary by more than 60% was "almost punitive" and would make it difficult to attract qualified candidates-especially residents who cannot afford to serve with minimal compensation. Sima emphasized that the Village President carries significant responsibilities, including emergency response, and that compensation should reflect the workload. Trustee Wright asked directly, "What's the reasoning behind doing this now as compared to three years ago?" Wright pressed further, saying that if the increase was truly objectionable, the board could have reversed it "from day one," and He questioned why the rollback was being proposed only now, shortly before and election cycle. Trustee Broda also noted that if the concern was truly declining revenue, then

cuts should be considered "across the board," not solely for elected officials. Trustee Mead asked if we have a report showing that there is a declining revenue in the Village, he stated that the board should be speaking to the treasurer because of now he doesn't see a decline yet.

PUBLIC COMMENT (limited to 3 minutes per speaker)

Terry Brock Kilmore Drive. stated that he has been coming to a lot of these meetings and every election time I figure when somebody gets elected and I see the new board sitting I figure I see a lot of good ambitious people sitting at the council chambers and it looks like everybody has a lot of good ideas. Why do we want to cut everything down? You guys are coming forward with good ideas. You're going out and contacting the community. You're bringing people forward. If you want to cut wages and benefits and everything else, are you going to have the ambition that you guys have now? If we cut your wages, the hell with it. I'm not going to work as hard as I am now. You guys are doing a good job. Keep up the work. Does that couple bucks' matter? You're starting out with the damn mosquitoes. What's going to be next? Halloween candy or Christmas lights on the building? Let's get real. Let's keep things the way they are. Mike, I applaud your comment. Let's keep everything the way it is and let's keep working together.

Rob Baxter Parkway Drive, First of all I want to commend you guys on the response to the tornado. Doesn't happen often here. You guys did a heck of a job getting everything in motion. Our President, I mean, you guys were all over it. Having actually for the first time seen one come up the back deck as Mr. Wright did, it was kind of an alarming experience. Honestly, I didn't realize what it be like. Even though it was a so-called F1, it still wasn't up to rally for a few days. So, thank you. With that said instead of trying to find reasons not to do this Valley View Farm thing, you're talking about the noise of the music and stuff. I mean, come on, it's 10:00 at night. We know that. Rarely do we ever have any kind of issues with that. This gentleman brought forth this wonderful proposal. I just got the impression you guys were almost trying to stonewall it a little bit. A lot of weird questions and I just thought, let's push this thing forward as fast as we can. I mean, if the only concern is maybe a little bit of noise. I'm sure with that handful of residents around there, something can be worked out. But the main reason I'm here tonight is this question. Crystal Hills, Hawks Pointe, and Denali. What do they have in common? A lot of people and no parks. My kids grew up in Hawks Pointe on Night Owl Lane, and we were promised for years by previous presidents, previous boards to finally get Petri to get off his dove and give us the parks that we have been promised. I am so fed up with hearing from it whether it's from the administrator who was the town attorney then to now, that I'm just beside myself. Here we sit again knowing that between Denali and Hawk's Pointe there are two lots already said to be donated four parks and yet there's no parks yet. And I really want to know why. Now I'm hearing that somebody actually owns that property in between and they want to put condos or some crazy thing down there. I was told that. I don't know what they were talking about but that was just said to me through the grapevine. But I really want you guys to sit back and think how many of your people, your residents live on the west side of the river and how little they have over there. Now we're adding multiple housing. Seems like you guys are pushing multifamily like it's going out of style. Mr. Broda's comments were well taken. Do we want to become an 80/20 community with rentals, or do we want to have more of a balance? I find it hard to believe that single moms are renting facilities for \$2,200 homes. That's what that gentleman told us; that's a lot of money and if we want to continue to be a rental, I guess. I would rather us keep some kind of stable single-family homes coming in. My last comment on that would be as you move forward with this involve the school district too, they're getting impact fees now but at no time have I seen the superintendent or anybody here have you consulted them they're getting a little concerned too about their influx of people. It's coming from all directions now. So, you add the piece over at Old River Road and Roscoe Road. How many people are going to live there? 300? Maybe there'll be 100 kids. I don't really know. Will it be 50 kids. But they should be consulted too as you guys keep moving headlong into

this development phase. Nobody's against it but try to make sure that it fits the mold of what Roscoe is meant to be. We're still a rural community in many ways and I would just hope that we don't get so carried away with these urban type designs that it ruins what many people moved here for. I will just leave it at that this evening. But please get on this park situation. It's an embarrassment. My kids are in there mid 20s now for God's sake. and we still don't have a park from this developer. If it was up to me individually, I'd put a moratorium on all building until he gets those parks done. Period. Say it stops tomorrow. Done because I'm fed up with, he has given this village virtually nothing. His hand was forced over there at Chicory Ridge with that lake situation for him to make a park out of that. Otherwise, we wouldn't have anything on the entire west side of the city village, excuse me. And it's time for him to get those parks done. I don't care what it takes. I don't care if he put swing sets out there and a few chairs. Do something to address what he has promised us for three damn decades. So, I will leave it at that.

EXECUTIVE SESSION (IF NECESSARY)

No Executive Session.

ADJOURNMENT

Trustee Wright asked for a motion to adjourn the meeting.

Motion was made by Trustee Broda, second by Trustee Sima. Voting yes: Trustees Broda, Sima, Butz, Babcock, Mead, Wright 6-0-0.

Meeting was adjourned at 8:03 pm.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Agenda Item:	2026 Class D Patching Bid Specifications		
Date:	05/18/2026	Meeting:	Committee of the Whole
Prepared by:	Braiden Soltow	Department:	Public Works/Engineering

Overview/Background Information

The Public Works Department is submitting the annual Class D Patching Program bid specifications for authorization by the Board to publicly bid the project. This program is intended to repair various types of pavement failures throughout the Village’s limits as shown in the project drawings included in the draft bid package.

Key Issues

The Public Works Department changed the way it bid this project last year. The Public Works Department has found great success in locating the patching needs prior to bidding and will continue to operate the project in this manner moving forward.

This year, Public Works has identified the patching locations prior to going out for bid to hopefully collect more competitive bids. Using the 2025 bid pricing submitted by contractors, Public Works has estimated that this year’s patching locations/sizes will cost roughly \$100,000. Exact contract amounts will not be known until bids are submitted by contractors.

Following Board approval, staff will begin the public bidding process and will present a recommendation for contract award at the July 1st Board meeting.

Fiscal Note/Budget Impact

The Village Board has appropriated \$100,000 for the annual Class D Patching Program.

Prior Legislative Actions

N/A

Action Required/Recommendation

Staff recommends approval of the specifications/bid package at Village Board meeting on 06/02/2026.

Attachments

- Legal Notice Draft
- Draft Resolution

Swanson Court



Swanson Court



Swanson Court



Country Court



Love Road



Love Road



Love Road



Love Road



**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2026-R25**

Item # 2.

APPROVAL OF BID SPECIFICATIONS AND BID LETTING FOR RESIDENTIAL ROAD REPAIR/MAINTENANCE IMPROVEMENT PROGRAM (2026)

WHEREAS, the Village of Roscoe wishes to protect the health, welfare and safety of its residents by providing well-maintained roads; and

WHEREAS, in order to obtain the best prices for road repair, the Village wishes to approve, and let for bid, specifications for the completion of roadway improvements known as the **Residential Road Repair/Maintenance Improvement Program**; and

WHEREAS, the Village President and Board of Trustees find that it is in the best interest of the Village to approve the bid specifications for the described roadway improvement work, and to authorize the Village Engineer to open such bids; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that:

Section 1. The Village President and Board of Trustees of the Village of Roscoe hereby approve the following specifications for the **Residential Road Repair/Maintenance Improvement Program**, which are attached hereto as Exhibit “A” and incorporated herein by reference.

[See Attached Exhibit “A”]

Section 2. That the Village Engineer is hereby authorized to provide for the letting, receipt and opening of such bids, and is authorized to open such bids on behalf of the Village of Roscoe.

2026-R25				
1st Read:				
PASSED BY ROLL CALL VOTE ON:				
NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Molly Butz				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED JUNE 2, 2026:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

THE VILLAGE OF ROSCOE, ILLINOIS HEREBY SOLICITS BIDS FOR LABOR AND MATERIALS FOR THE 2026 CLASS “D” PATCHING PROGRAM.

Intent:

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

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

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

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

Bids will be received by the Village Engineer at Roscoe Village Hall at 10631 Main Street, Roscoe, IL 61073 until 10:00 a.m. (local time) on June 19, 2026. All bids will be publicly opened immediately thereafter. Written requests for the bid tabulation can be requested via email at yorengineer@roscoeil.gov.

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

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

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

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

Bonds and Insurance:

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

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

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

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

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

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

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

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

Change Orders: After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order

ordered and approved by the designated Village Official(s) and approved by the Village and/or the Village Board.

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

GENERAL SPECIFICATIONS / SCOPE OF WORK

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

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

GENERAL PROVISIONS

LOCATION AND DESCRIPTION OF WORK

The work included in this project generally consists of the construction of Class "D" Hot-Mix Asphalt pavement patching at various locations within the Village of Roscoe as shown on the Bid Drawings and Schedule of Prices. The contract work includes Hot-Mix Asphalt Surface Removal, Aggregate Base Preparation, Hot-Mix Asphalt Binder and Surface Replacement, Traffic Control, and other related work items. The Village has provided a description of required improvements at each location as shown in the Bid Drawings.

COMPLETION OF THE WORK

The Village will notify the contractor to proceed with the work after contracts have been signed by all parties. Once the Village has notified the contractor to proceed, the contractor will be required to complete all work before **September 31, 2026**. In addition to the requirement above, for patches requiring removal of existing pavement (by the contractor or by the Village), the contractor shall replace the pavement on the same day as the pavement removal, and necessary traffic control shall be provided until the patch is completed and the roadway is opened to traffic.

Liquidated damages for failure to complete the work on time as indicated above shall be assessed by the Village according to the requirements in Section 108.09 of the Standard Specifications. Should the contractor believe that completion of the work within the specified time is not possible due to weather or other causes beyond his control, a time extension may be requested on a case by

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

CONSTRUCTION STAKING

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

CONSTRUCTION INSPECTION

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

CONTRACTOR QUALITY CONTROL

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

QUANTITIES

The locations, measured areas, and scope of the various patching locations are provided on the Schedule of Prices and Project Drawings. Contractor shall submit pricing to complete the full scope of work identified in the Schedule of Prices and Project Drawings for each patching location. The Contractor shall also submit the Total Price for completing all patches in accordance with the contract documents.

SPECIAL PROVISIONS

MOBILIZATION

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

TRAFFIC CONTROL

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

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

All Traffic Control work shall be considered incidental to the contract and no additional compensation shall be made.

SAWCUTTING

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

CONSTRUCTION SEAMS

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

BITUMINOUS MATERIALS (TACK COAT)

This work shall conform to Section 403 of the Standard Specifications. Asphalt RC-70 shall be used. For application on existing or new Bituminous or PCC Base Courses, the Tack Coat shall be applied at 0.026-.05 lb/sf. The bituminous materials (Tack Coat) shall be considered incidental to the project and no additional compensation shall be made.

AGGREGATE BASE REPAIR

When areas of needed base repair are identified by the Contractor and/or Village, the Contractor shall furnish all labor, equipment, and materials necessary to remove the entire cross-section of the existing base, and furnish, place, prepare, grade and compact the exposed sub-grade and new aggregate base. Furnished base material shall be CA-6. The minimum base thickness of aggregate base for this work shall be 8", the maximum 12". In the event of discovery of unsuitable subgrade, the Village shall take additional measures, which may include additional services from the CONTRACTOR to be negotiated at that time. All work shall be constructed in accordance with Sections 301 and 351 of the Standard Specifications. AGGREGATE BASE REPAIR shall not be completed without the approval of the Village following an inspection of the identified locations completed by Village personnel. This work will be paid for through Time & Materials (T&M) when deemed necessary by the Village and/or Contractor.

HOT-MIX ASPHALT SURFACE COURSE REMOVAL

This work shall be done in accordance to Section 440 of the Standard Specifications. Where directed by the Engineer, the existing bituminous pavement shall be removed to a sufficient depth as necessary to provide an adequate surface for proper patch placement as directed by the Engineer and as described in the Project Drawings and Schedule of Prices. Removal areas will be marked in the field by the Engineer or designated Village representative. No additional compensation will be allowed for removal outside of the areas marked for removal. The contractor shall remove the cuttings immediately behind the grinding machine. The removed material shall be disposed of by the contractor off site. The Village may request that the grindings be stockpiled at a particular location for future use by the Village. All loose or disintegrated pavements below the required removal depth shall be removed by a method approved by the Engineer. Before the contractor places a tack coat on the street surface, the street shall be swept with a power sweeper and or a power broom. Flushing into the Village's storm sewer system as a means of clean-up will not be allowed. When required according to the scope provided in the Schedule of Prices, costs for HMA SURFACE COURSE REMOVAL shall be included in the total price per patching location.

CLASS D PATCHES (3")**CLASS D PATCHES (4")**

This work shall be constructed in accordance with Section 442 of the Standard Specifications. At locations specified by the Village, the contractor shall furnish all labor, equipment, and materials necessary to saw cut, remove and dispose of the existing pavement, prepare, grade and compact the existing aggregate base, apply bituminous materials (prime coat), replace the Hot-Mix Asphalt pavement and compact, and all other work necessary to complete the Class D Patches. Surface Course shall be mixture composition IL-9.5 or IL-12.5, Mix D, N50. Four (4) inch patches will be required to include 2.26" of IL-19.0 Binder Course and 1.75" of HMA Surface Course unless otherwise specified by the Village. Recycled materials will be allowed and must conform to all IDOT specifications. Mix designs must be submitted to the Village for approval prior to the Notice to Proceed of contract. In areas where the pavement removal depth exceeds the specified 3-inch or 4-inch depth, leveling binder shall be used to fill these voids. This work will be measured in place and paid for by location as listed in the Schedule of Prices.

HOT-MIX ASPHALT SURFACE COURSE (3")

This work shall be constructed in accordance with Section 406 of the Standard Specifications. At required, the contractor shall furnish all labor, equipment, and materials necessary to apply bituminous materials (tack coat) and construct the Hot-Mix Asphalt Surface Course. The Surface Course shall be mixture composition IL 9.5 or IL 12.5, Mix D, N50. Recycled materials will be allowed and must conform to all IDOT specifications. Mix designs and materials inspection reports must be submitted to the Village for approval prior to the Notice to Proceed of contract. In areas where the surface removal depth exceeds the specified 3-inch depth, leveling binder shall be used to fill these voids. This work will be measured in place and paid for by location as listed in the Schedule of Prices

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

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

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

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

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

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

LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

Compliance with State and Federal Law

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

Prevailing Wage Act:

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

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

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

Contractor Further Certifies:

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

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____).

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit, cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Roscoe, IL or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Name and Title)

Subscribed and sworn to before me
this _____ day of _____, 20__

(Notary Public)

My commission expires _____.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

CERTIFICATE OF BENEFICIAL INTEREST

The following individuals have a beneficial interest of more than 7.5% in the bidding enterprise:

Name:	Name:	Name:
Address:	Address:	Address:
Position/Title:	Position/Title:	Position/Title:

Name:	Name:	Name:
Address:	Address:	Address:
Position/Title:	Position/Title:	Position/Title:

If a Corporation, the following individuals are the Officers and Directors:

Name:	Name:	Name:
Address:	Address:	Address:
Position/Title:	Position/Title:	Position/Title:

Name:	Name:	Name:
Address:	Address:	Address:
Position/Title:	Position/Title:	Position/Title:

State of _____)
)
 County of _____) .
)

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

Subscribed and sworn before me this _____ day of _____, 20____.

My commission expires on _____.

BID SHEET

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

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

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

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

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

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

Bidding Company Name: _____

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

BID AMOUNT

[SEE ATTACHED PROPOSED SCHEDULE OF PRICES]

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

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

Number of Bid Packet Addendums Received: _____

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

Dated this _____ day of _____, 20_____.

Signature _____

Title _____