

## OWNER / CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made as of \_\_\_\_\_, 2025, by and between The Board of Education of Rantoul City Schools District #37, 1 Aviation Center Drive, Rantoul, Illinois, 61866 ("Owner") and Cross Construction, 3615 North Countryview Road, Urbana, Illinois, 61802 ("Contractor", and together with the Owner, the "Parties").

### **RECITALS**

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain duties in strict accordance with the following terms and conditions (collectively the "Work"), and, subject to the terms and conditions of this Agreement. The Owner shall pay for such performance of the Work. In consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Scope of Project.** Contractor shall perform all Work required for the Crack Filling, Sealcoating, and Striping of the lot at Pleasant Acres Elementary School (the "Project"). Contractor shall perform all Work and other duties in strict accordance with the "Contract Documents," which consist of this Agreement and the Scope of Work attached to this Agreement as Exhibit A.

2. **Contractor's Performance.** Contractor shall perform all Work utilizing the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all Work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work required by Owner that is not included in the scope of Work provided in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees.

3. **Schedule.** Contractor shall cause all Work required by the Contract Documents to be substantially completed by August 3, 2025 ("Substantial Completion"). "Substantial Completion" means that the Owner can occupy and fully utilize the Project for its intended use, and that all warranties, manuals, instructions, certifications, reports, record or as-built drawings, and any other document required by the Contract Documents have been properly submitted to and accepted by the Owner; and that the only remaining Work is minor cosmetic work that does not interfere with the Owner's operations (the "Punch List Work"). The Contractor shall complete the Punch List Work within ten (10) days after the date of Substantial Completion.

4. **Materials.** All materials incorporated into the Work shall be new and of high quality. Contractor shall follow all manufacturer's instructions and recommendations. If requested by Owner or otherwise required by the Contract Documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data, literature, and shop drawings.

5. **Differing Site Conditions.** If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Owner of the condition in writing. The Owner shall then issue directions. The

contract time and contract price shall be equitably adjusted if necessitated by such directions of the Owner. However, prompt written notice by the Contractor of the condition, followed by directions from the Owner, shall be conditions precedent to such adjustments.

6. **Contractor's Compensation.** Owner shall pay Contractor the sum of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$49,999.00) for Work properly performed under this Agreement. Should conditions arise which Contractor believes warrant a change in the compensation due to Contractor, Contractor shall notify Owner of such conditions in writing for approval of additional compensation. Contractor shall not be entitled to any additional compensation unless previously approved by Owner in writing.

7. **Payments to the Contractor.** On a monthly basis during the progression of the Work, Contractor shall by the fifth day of each month, or by such other day as the Owner may specify, submit monthly payment applications to the Owner reflecting on an itemized percentage basis of the Contract Sum the value of all Work completed in the previous month. Owner shall pay properly submitted pay applications within thirty (30) days after receipt. Such payments shall be made as a percentage of the Contract Sum which is equal to the percentage of completion of the Work, less retention of ten percent (10%), which retention shall be held by Owner until final completion of the Project, including the completion of all Punch List Work. Each pay application shall be accompanied by proof that certified payroll in have been submitted to the Illinois Department of Labor in accordance with Section 5 of the Prevailing Wage Act, 820 ILCS 130/5, et seq., and with all lien waivers covering all lien rights, including lien rights related to the then-current pay period, and including all lien rights arising from payments previously made by Owner. Owner may elect to receive from Contractor trailing lien waivers from Contractor's subcontractors.

8. **Defective Work and Guarantee.** All Work shall be of high quality and free of defect. Contractor shall promptly correct any defective Work. Payment by Owner for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work. Contractor hereby warrants that all Work is and shall remain free from defect for one year following Substantial Completion, and upon notice by the Owner, Contractor shall promptly correct such defects appearing within said one-year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Owner may have against Contractor.

9. **Termination.** Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated by the Owner for cause, including but not limited to the Contractor's breach of any provision of this Agreement, Owner shall have no further obligation to make payments to Contractor for Work completed, and Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in completing the Work. If this Agreement is terminated by Owner for convenience, Contractor shall be paid for Work properly completed prior to termination, but shall not be entitled to any other compensation from Owner. Regardless of whether Owner exercises its right of termination, Contractor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.

10. **Prevailing Wage Act.** Contractor shall pay prevailing wages for the Work as determined by the Illinois Department of Labor, and shall make, keep and file with the Illinois Department of Labor certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Certified payroll records shall be submitted to the Illinois Department of Labor as required by the Act.

11. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Owner, its Board members individually, administrators, employees, agents, representatives, and volunteers from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of Contractor, its employees, or its subcontractors, suppliers, and their employees, and to the extent arising from any breach of this Agreement by Contractor. The obligations contained in this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under the Workers' Compensation Act, or under other workers compensation laws, disability benefit acts, or other employee benefit acts.

12. **Insurance.** Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause Owner, its board of education, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys, to be named as additional insureds on these policies by endorsement. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Owner. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to Owner prior to any termination, cancellation or material amendment to that policy. Upon execution of this agreement and on an annual basis thereafter during the term of this agreement or any extension thereof, Contractor shall furnish to Owner certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<b><u>Type</u></b>	<b><u>Limits</u></b>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$2,000,000 aggregate

13. **Liens.** If any liens or claims of lien are placed on the Project or the funds designated for the Project, and such liens or claims of lien are due to Contractor's breach of this Agreement or other circumstances or events under Contractor's control, Contractor shall indemnify Owner for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and Owner shall have the right to withhold from payments due to the Contractor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other administrative costs that have been or may be incurred by Owner in connection with the resolution of such lien or claim of lien.

14. **Successors and Assigns.** Contractor shall not assign any rights or delegate or subcontract any duties under this Agreement without the prior written consent of the Owner, and any attempted assignment, delegation or subcontracting without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Controlling Law and Interpretation.** This Agreement is to be governed by the laws of the State of Illinois, without regard to conflict of law principles. Each Party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

16. **Entire Agreement; Conflict.** This Agreement and the Contract Documents represent the entire agreement between Contractor and Owner with respect to this Project, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall control.

**The Board of Education of Rantoul City      Cross Construction  
Schools District #37**

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

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

Dated: \_\_\_\_\_

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

Its: Vice President \_\_\_\_\_

Dated: 06/03/2025 \_\_\_\_\_



**RANTOUL CITY SCHOOLS DISTRICT #137**  
**REQUEST FOR QUOTES**  
**CRACK FILLING, SEALCOATING, AND STRIPING SERVICES**

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Pleasant Acres Elementary School – Summer 2025

Location: Pleasant Acres Elementary, 1625 Short Street, Rantoul, IL 61866

Project Dates: All work must be completed between June 1, 2025 and August 3, 2025, weather permitting.

Deadline: All quotes must be submitted via email to [swoods@rcs137.org](mailto:swoods@rcs137.org) by noon on Tuesday, May 27.

Summary: The project for crack filling, seal coating, and striping, inclusive of all existing asphalt surfaces and curbs on the property as specified below. Upon acceptance of the quote, the selected contractor will enter into a contract for stated services with the district that clarifies with the following:

1. The contractor is in compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and will pay not less than the prevailing rate of wages for each craft or type of worker required to execute the contract.
2. The contractor is not barred from entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code (bid rigging or bid rotating).
3. The contractor certifies that this quote is made without any connection with any other person or entity submitting a quote for the same services and is in all respects fair and without collusion or fraud.
4. The contractor has carefully examined and understands the scope of work and requirements.
5. The contractor is in compliance with all applicable federal, state, and local laws

And

1. The contractor shall provide and maintain insurance coverage once awarded as follows:
  - a. Commercial General Liability Insurance:
    - i. Per Occurrence: \$1,000,000
    - ii. Aggregate: \$2,000,000
2. Automobile/Vehicle Liability Insurance:
  - a. Combined Single Limit: \$1,000,000
3. Umbrella/Excess Liability:
  - a. Minimum Limit: \$2,000,000
4. Workers' Compensation Insurance:
  - a. Statutory Minimums per Illinois Law
5. The contractor shall provide a certificate of insurance naming Rantoul City Schools District #137 as an additional insured party. All insurance must be maintained for the duration of the contract.

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SCOPE OF WORK: The contractor shall furnish all labor, materials, tools, equipment, and supervision necessary to complete the following services on all asphalt surfaces on the Pleasant Acres Elementary property:

1. REFERENCE STANDARDS

- a. AASHTO M 248 - Standard Specification for Ready-Mixed White and Yellow Traffic Paints.
- b. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- c. ASTM D2939 - Standard Test Methods for Emulsified Bitumens Used As Protective Coatings.
- d. FS TT-P-115F - Federal Specification: Paint, Traffic, Highway, White and Yellow.

2. SUBMITTALS

- a. Product Data: For each product specified. Include technical data and tested physical and performance properties.
- b. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate dedicated handicapped spaces with international graphics symbol.
- c. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

3. DELIVERY, STORAGE, AND HANDLING

- a. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- b. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

4. FIELD CONDITIONS

- a. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
  - i. Prime and Tack Coats: Minimum surface temperature of 60 deg. F.
  - ii. Asphalt Base Course: Minimum surface temperature of 40 deg. F and rising at time of placement.
  - iii. Asphalt Surface Course: Minimum surface temperature of 60 deg. F at time of placement.
- b. Sealcoating
  - i. Apply coating when pavement is at least 50 degrees F and air temperature is 50 degrees F and rising.
  - ii. Apply coating during dry weather and when rain is not anticipated within twelve hours after application is completed.
- c. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg. F for oil-based materials, 50 deg. F for water-based materials, and not exceeding 95 deg. F.

PRODUCTS

5. MATERIALS

- a. Aggregate for Binder Course: In accordance with State of Illinois Highways standards.
- b. Aggregate for Wearing Course: In accordance with State of Illinois Highways standards.
- c. Fine Aggregate: In accordance with State of Illinois Highways standards.
- d. Primer: In accordance with State of Illinois Highways standards.
- e. Tack Coat: In accordance with State of Illinois Highways standards.

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**6. AUXILIARY MATERIALS**

- a. Pavement-Marking Paint: Alkyd-resin type, ready-mixed, complying with FS TT-P-115F, or AASHTO M 248, Type N.
- b. Color: Yellow, White.

**7. ASPHALT PAVING MIXES AND MIX DESIGN**

- a. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI MS-2; and complying with the following requirements:
  - i. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - ii. Base Course: As indicated.
  - iii. Surface Course: As indicated.
- b. Binder Course: State of Illinois Highways standards.
- c. Wearing Course: State of Illinois Highways standards.

**8. SEALCOATING**

- a. Polymer Modified Sealer.
  - i. Drying Time (ASTM D2939): Not less than 8 hours.
  - ii. Physical Composition (ASTM D2939):
    - a. Weight: 9-11 lbs./gal.
    - b. Non-volatiles: Minimum 30%.
    - c. Water: Maximum 70%
    - d. Specific Gravity at 25 deg. F.: 1.0 minimum.
    - e. Drying Time: 8 hours maximum.
    - f. Flexibility: No cracking or flaking.
    - g. Resistance to heat: No blistering or sagging.
    - h. Adhesion and Resistance to water: No penetration or loss of adhesion.
    - i. Resistance to impact: No chipping, flaking or cracking.
  - iii. Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to the following:
    - a. Neyra Industries, Inc.; PaveShield with Maxum.
    - b. Sealmaster; Polymer Modified Masterseal.
- b. Pavement Primer: Manufacturer's recommended product (if required) for conditions present on site. Primer shall be compatible with specified sealer and crack filler.
- c. Sand: As recommended by sealer manufacturer and as follows:
  - i. Washed, dry silica sand free of dust trash, clay, organic materials or other contaminants
  - ii. Gradation: American Foundry Society grain fineness number that is no less than 50 and no more than 70 when tested in accordance with ASTM C136/C136M.

**9. CRACKFILLING**

- a. Crack Filler (Hot Pour Rubberized Crack Sealant):
  - i. Penetration (150 gr/5 sec): 35 max.
  - ii. Flow at 140 deg F: < 0 mm.
  - iii. Resiliency: 60% minimum.
  - iv. Softening Point: 200 deg. F. min.

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- v. Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to the following:
  - a. Neyra Industries, Inc. - Spec+Plus.
  - b. Sealmaster - Crack Master Parking Lot Grade.

**10. SEALCOATING EQUIPMENT AND MIXES**

- a. Equipment used shall keep mixture homogeneous at all times and will apply required coating weights evenly over entire width of application mechanism to provide uniformly coated surface.
- b. Mixes
  - i. Add sand to sealer emulsion in quantity recommended by manufacturer and mix with power equipment to a homogeneous condition. Sand shall be added after water.
  - ii. Add water to the coating mix required for application in accordance with manufacturer's requirements.

**EXECUTION**

**11. EXAMINATION**

- a. Notify District in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

**12. PREPARATION**

- a. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.
- b. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

**13. SEALCOATING PREPARATION**

- a. Curing: Allow new pavement to cure at least 60 days before applying pavement coating.
- b. Remove all loose material and dirt from pavement surface. Remove grass along edge of pavement to find true edge of pavement. Power blowers, mechanical sweeping devices and push brooms are acceptable cleaning methods.
- c. Protection: Protect adjacent curbs, walks, fences, and other items from receiving coating.
- d. Prime Oil Spots with manufacturer's recommended product.
  - i. Wipe or scrape excessive build-up of oil, grease, and gasoline spots. A torch may be used to burn away any residual.
  - ii. Apply oil spot primer with brush, roller or sprayer.
  - iii. Allow to dry before sealcoating.
  - iv. Install in accordance with manufacturer's instructions.

**14. CRACK FILL PREPARATION**

- a. Cracks shall be free from dust, dirt, vegetation and moisture. Clean cracks with mechanical wire brush followed by a compressed air heat lance to remove loose debris and moisture.
- b. For all cracks up to 1" wide apply either SealMaster CrackMaster Parking Lot Grade crack sealant or SealMaster Crackmaster Supreme crack sealant.
- c. SealMaster CrackMaster Parking Lot Grade crack sealant shall be melted in a conventional oil-jacketed unit equipped with an agitator.
- d. Apply heated CrackMaster Parking Lot Grade crack sealant using a pump and wand system, a crack banding unit or a pour pot.



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- e. Contractor or other Entity Responsible for performing work shall refer to Manufacturer's Product Data Sheet for more detailed application instructions for CrackMaster Parking Lot Grade Crack Sealant.

**15. SEALCOATCOATING APPLICATION**

- a. Equipment used to apply sealcoating shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Spray equipment shall be capable of mixing and spraying pavement sealer with sand added. Self-propelled squeegee equipment with mixing capability shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into pavement surface. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.
- b. Mix sealcoating in accordance with manufacturer's instructions.
- c. Apply two coats and sand at a rate no less than 0.11 to 0.13 gallons per square yard (or as required by manufacturer) using mixed material.
- d. Allow first coat to cure sufficiently before applying second coat.
- e. Apply a third coat of mixed sealcoating and sand at a rate of 0.11 to 0.13 gallon per square yard to high traffic areas including parking area entrances, exits and drive lanes. Allow second coat to dry thoroughly before applying a third coat to these areas.
- f. Allow final coat to cure a minimum of 24 hours under good drying conditions before allowing traffic. Do not install where temperatures are expected to fall below 50 deg F for 48 hours after application. Allow final coat of pavement sealer to dry 24 hours prior to applying traffic markings.

**16. CRACKFILLING APPLICATION**

- a. Cracks shall be free from dust, dirt, vegetation and moisture. Clean cracks with mechanical wire brush followed by a compressed air heat lance to remove loose debris and moisture.
- b. Prepare and Install in accordance with manufacturer's instructions.
- c. Melt crack sealant in a conventional oil-jacketed unit equipped with an agitator.
- d. Apply heated crackfilling sealant using a pump and wand system, a crack banding unit or a pour pot.
- e. Prepared cracks shall be filled with joint sealant using an over banding applicator. Some cracks may require a second application if settling occurs to the extent that it leaves the finished joint material more than 3/16" below the pavement's surface.

**17. PAVEMENT MARKINGS**

- a. Do not apply pavement-marking paint until layout, colors, and placement have been verified with District.
- b. Allow paving to cure for 30 days before starting pavement marking.
- c. Sweep and clean surface to eliminate loose material and dust.
- d. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils, two coats.

**18. DISPOSAL**

- a. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA approved landfill.
- b. Do not allow excavated materials to accumulate on-site.

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19. WARRANTY:

- a. Contractor shall warrant all workmanship for a minimum of one (1) year from date of substantial completion.



May 27, 2025  
PROPOSAL/QUOTE

Rantoul City Schools District #137

Crackfilling, Sealcoating, and Striping of Lot  
Pleasant Acres Elementary School  
1625 Short Street, Rantoul, IL 61866

Pay Item	Description	Quantity	Unit	Price	Extension
001	Mobilization	1.000	L.S.	1,410.00	1,410.00
002	Crack Filling of Parking Lot	6,500.000	L.F.	1.15	7,475.00
003	Seal Coating of Parking Lot	95,400.000	S.F.	0.41	39,114.00
004	Striping of Lot	1.000	L.S.	2,000.00	2,000.00
QUOTE TOTAL:					49,999.00

This quote contains the following exclusions/qualifications:

**EXCLUSIONS:**

- Does not include bond
- Includes one mobilization
- No Permits Included

**Project Notes:**

August 3, 2025 Completion Date

\_\_\_\_\_  
To Accept This Quotation, Please Sign and Date Here:



# Pleasant Acres School Crackfill and Sealcoat

## Legend

Name	Quantity
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Crack Filling = 6,500 LF

Seal Coating = 95,400 SF

