

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**9/19/2017**

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| <b>SUBJECT:</b>                         | <b>SUBMITTED BY:</b>                   |
| Award of Bid 2017 Fall Roadway Patching | Nan Newlon<br>Director of Public Works |

**SYNOPSIS**

A motion is requested to award a contract for 2017 Fall Roadway Patching (CIP Project ST-004D) to M & J Asphalt Paving Company, Inc. of Cicero, Illinois in the amount of \$64,862.50.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY17 budget includes \$100,000 in the Capital Projects Fund (Page 4-17, Line 20) for this project.

**RECOMMENDATION**

Approval on the September 19, 2017 consent agenda.

**BACKGROUND**

This project is a component of the 2017 Roadway Maintenance Program (CIP Project ST-004). The proposed improvements will include milling and overlay of disintegrating sections of asphalt pavement identified by staff for repair in preparation for winter plowing and spring sweeping. This project will provide various sizes of patches on various asphalt streets.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Three bids were received on September 6, 2017. A synopsis of the bids is as follows:

| <u><b>Contractor</b></u>            | <u><b>Base Bid</b></u> |                |
|-------------------------------------|------------------------|----------------|
| M & J Asphalt Paving Company, Inc.  | \$64,862.50            | <b>Low Bid</b> |
| J. A. Johnson Paving Company        | \$78,570.00            |                |
| Chicagoland Paving Contractors Inc. | \$84,900.00            |                |

M & J Asphalt Paving Company has not previously contracted for asphalt work with the Village. References provided by the Villages of Maywood and Willowbrook and the Township of Worth were favorable for projects that were larger in scope.

## **ATTACHMENTS**

Contract Documents



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: M & J Asphalt Paving Company, Inc.
- II. Instructions and Specifications:
- A. Bid No.: ST-004D-17
  - B. For: 2017 FALL ROADWAY PATCHING
  - C. Bid Opening Date/Time: WEDNESDAY, SEPTEMBER 6, 2017 @10:00AM
  - D. Pre-Bid Conference Date/Time: N/A
  - E. Pre-Bid Conference Location: N/A
  - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: Wednesday, August 23, 2017  
This document comprises 49 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

SCOTT BARR  
STAFF ENGINEER II  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5488  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

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**CALL FOR BIDS – FIXED WORKS PROJECT****Bid No.: ST-004D-17**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.**

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**I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS****1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to:  
**WEDNESDAY, SEPTEMBER 6, 2017 @ 10:00 AM.**
  - 1.2 Defined Terms:
    - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
    - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
    - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
    - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
    - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
    - 1.2.6 Work – the construction or service defined herein.
    - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
    - 1.2.8 Proposal Guaranty – the required bid deposit.
  - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
  - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Scott Barr in a sealed envelope marked "SEALED BID for 2017 FALL ROADWAY PATCHING PROJECT". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
  - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
  - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- 2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

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- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

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- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

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- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.
4. **BID SUBMISSION**
- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.
5. **BID MODIFICATION OR WITHDRAWAL**
- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.
6. **BID REJECTION**
- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.
7. **BIDDER COMPETENCY**
- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.



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**8. BIDDER DISQUALIFICATION**

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**9. BASIS OF AWARD**

9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

**10. AWARD OF CONTRACT**

10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder).

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- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

**11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

**12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

**13. SECURITY FOR PERFORMANCE**

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

**14. TAX EXEMPTION**

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

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**15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

**16. CATALOGS AND SHOP DRAWINGS**

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

**17. TRADE NAMES AND SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

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**II. TERMS AND CONDITIONS****18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**19. USE OF VILLAGE'S NAME**

- 19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

**20. HOURS OF WORK**

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

**21. PERMITS AND LICENSES**

- 21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

**22. INSPECTION**

- 22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

**23. DELIVERIES**

- 23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

**24. SPECIAL HANDLING**

- 24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

**25. NONDISCRIMINATION**

- 25.1 Contractor shall, as a party to a public contract:

- 25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

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25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

**26. SEXUAL HARASSMENT POLICY**

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**27. EQUAL EMPLOYMENT OPPORTUNITY**

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) 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.
- 27.1.3 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, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 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 Human Rights Act and the Department's Rules and Regulations. 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 Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon 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 such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**28. DRUG FREE WORK PLACE**

28.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

**28.1.1 Publishing a statement:**

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

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(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

## 29. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

## 30. **PREVAILING WAGE ACT**

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing

## Village of Downers Grove

wage rates throughout the duration of this Contract.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 31. PATRIOT ACT COMPLIANCE**
- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against



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any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

## 32. INSURANCE REQUIREMENTS

- 32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

|                                 |              |  |
|---------------------------------|--------------|--|
| Workers Compensation            | \$500,000    | Statutory                                  |
| Employers Liability             | \$1,000,000  | Each Accident                              |
|                                 | \$1,000,000  | Disease Policy Limit                       |
|                                 | \$1,000,000  | Disease Each Employee                      |
| Comprehensive General Liability | \$2,000,000  | Each Occurrence                            |
|                                 | \$2,000,000  | Aggregate                                  |
|                                 |              | <i>(Applicable on a Per Project Basis)</i> |
| Commercial Automobile Liability | \$1,000,000  | Each Accident                              |
| Professional Errors & Omissions | \$2,000,000  | Each Claim                                 |
| (pursuant to section.9 below)   | \$2,000,000  | Annual Aggregate                           |
| Umbrella Liability              | \$ 5,000,000 |  |

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

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- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.
- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

**34. SUBLETTING OF CONTRACT**

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**35. TERMINATION OF CONTRACT**

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.
- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor 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 that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**36. BILLING AND PAYMENT PROCEDURES**

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

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- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut, Downers Grove, IL 60515.
- 37. COMPLIANCE WITH OSHA STANDARDS**
- 37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 38. CERCLA INDEMNIFICATION**
- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.
- 39. COPYRIGHT or PATENT INFRINGEMENT**
- 39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 40. BUY AMERICA**
- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

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**41. CAMPAIGN DISCLOSURE**

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**42. GUARANTEE PERIOD**

- 42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

**43. SUCCESSORS AND ASSIGNS**

- 43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**44. WAIVER OF BREACH OF CONTRACT**

- 44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

**45. CHANGE ORDERS**

- 45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

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**46. SEVERABILITY OF INVALID PROVISIONS**

- 46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**47. GOVERNING LAW**

- 47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**48. NOTICE**

- 48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

- 49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**50. COOPERATION WITH FOIA COMPLIANCE**

- 50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

- 51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

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**III. GENERAL PROVISIONS****1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the "Standard Specifications") as adopted by the Illinois Department of Transportation, April 1, 2016; and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

**2. COOPERATION OF CONTRACTOR**

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

**3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

- 3.1 Section 107 of the Standard Specifications shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
- 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
    - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well-being of those engaged in the completion of the work specified in this contract.
    - 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards

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(Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.



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**4. PROSECUTION AND PROGRESS**

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 **The Contractor shall schedule his work such that all improvements shall be substantially complete by November 3, 2017.** Substantial completion shall mean all work excluding possible full parkway turf restoration. Although actual sod placement may be delayed until more favorable weather conditions, all disturbed turf areas shall be backfilled and dressed and left in a safe and useable condition conducive to possible foot traffic and to the satisfaction of the Village. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

4.1.3 The Contractor shall also make special note of the following work schedule requirements:  
**(a) No patches may be left open overnight without the express written permission of the Engineer.**

4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

**5. MEASUREMENT AND PAYMENT**

5.1 Section 109 of the Standard Specifications shall govern measurement and payment, with the following additions:

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have

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been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

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**IV. SPECIAL PROVISIONS**

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

**SP-1: GENERAL SCOPE OF WORK**

This project consists of repairing streets utilizing methods of asphalt pavement patching and traffic control at various locations within the Village of Downers Grove. The Base Bid is approximately 3,900 square yards.

**SP-2: GENERAL CONSTRUCTION REQUIREMENTS**

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

The Contractor's operations shall be conducted to minimize the area disturbed by the work of the proposed improvements.

The work at each location included in this contract shall be done while keeping a minimum of one lane of traffic open at all times. An adequate number of certified flaggers shall be used to direct traffic around and through the work zone areas for safe travel of all pedestrians and vehicles.

The Contractor shall maintain traffic flow on all streets that construction takes place during the day in accordance with the applicable special provision.

Layout and limits of patch locations will be established by the Village.

Upon completion of each street segment, all dirt, sand and gravel residues from asphalt work and any other debris generated as a result of the construction work shall be cleaned from streets, drive aprons, adjacent sidewalks, alleys and parkways.

A mechanical sweeper, meeting the requirements of Section 1101.03 of the Standard Specifications, compressed air and hand work with shovel and broom shall be utilized to provide a clean finished product. A vacuum type sweeper may be required if mechanical methods produce insufficient results.

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Street sweeping, cleaning by mechanical sweeper and hand-brooming shall include any and all equipment, tools, operator and labor required to perform this work. This item of work will not be paid for separately and shall be included in the cost of the overall contract work.

Water usage – Water usage will be charged to the contractor. A hydrant meter can be obtained from Public Works for a deposit plus a fee. For information on current fees, call (630) 434-5460.

**SP-3: INCIDENTAL CONSTRUCTION**

Whenever the performance of work is indicated on the plans and no provisions or specific pay items are included in the contract for payment, the work shall be considered incidental and no additional compensation shall be allowed.

**SP-4: TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

The Contractor shall plan the work not to leave any open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor shall use certified flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the lane closures, and shall issue written authorization prior to closure. Presence of certified flaggers shall be required anytime the contractor's activities may impede the designated flow of traffic.

## Village of Downers Grove

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday at 3:30PM to Monday at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

**No open excavation may be left overnight or a weekend without the express written permission of the Engineer.**

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

In the event that one direction of vehicular travel must be closed, **the Contractor shall provide certified flaggers (a minimum of two)** to direct traffic around the work area. If the Contractor chooses to set up a detour route, the Contractor shall present the proposed detour route plan to the Engineer and the Engineer shall approve and issue written authorization prior to closure.

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.

The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, to receive notification of any deficiencies regarding traffic control and protection for the duration of the Project.

**Advance Notice:** The Contractor shall post "Road Construction Ahead" signs (at least 24 hours but not more than 48 hours) on streets and/or parking lots scheduled to be patched. Signs are to be placed in parkways near intersection corners. The Contractor, immediately upon completion of work on each street and/or parking lots, will remove all such signs.

### **DEFICIENCY CHARGE:**

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the work in the construction zone. The Contractor is expected to comply with the Standard Specifications, Special Provisions, and directions from the Engineer concerning traffic control and protection. The Contractor shall immediately respond to correct traffic control deficiencies by dispatching workers, materials, and equipment to correct such deficiencies.

## Village of Downers Grove

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a daily monetary deduction of \$2,500 in accordance with Article 105.03 of the SSRBC. This charge is separate from the cost of any corrective work ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

**Basis of Payment:** This work shall be paid for at the contract **LUMP SUM** price for:

### TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

### **SP-5: SCHEDULING AND RESTRICTIONS**

Placement of asphalt patches at each street location shall be completed the same day of the milling operation.

The Contractor shall submit a construction schedule to the Engineer at the scheduled pre-construction meeting showing anticipated dates for work.

The Village reserves the right to require adjustments to quantities and scheduling of work. The Contractor shall also make special note of the following requirements.

1. All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior approval from the Engineer.
2. Special consideration to hours and location of work near businesses shall be made to allow for full and safe access during normal hours of business.
3. Unless otherwise directed by the Engineer, all construction work shall be done such that continuous access to businesses is maintained. However, in all cases, unless otherwise directed by the Engineer, total access must be restored to all types of properties over weekends and legal holidays (7:00 p.m. local time Friday to 7:00 a.m. local time Monday, or until 7:00 a.m. local time the day following a legal holiday). These requirements shall be considered **INCIDENTAL** to the contract.

### **SP-6: CLASS D PATCH, 1½", SPECIAL**

This work shall be performed in accordance with Section 442 of the SSRBC with the following alterations.

At all street locations the final patching operation shall be completed within one day of the other milling of the pavement. *A construction progress schedule shall be submitted by the Contractor to the Contract Administrator at the pre-construction meeting showing all work items to be constructed as part of the project.*

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the Contractor at his/her own expense, as directed by the Engineer.

Asphalt pavement patching shall include the removal of existing pavement to a depth not less than one and one half inches (1½") and applying bituminous prime to full edge of existing pavement. *The minimum*

## Village of Downers Grove

*width of a patch shall be measured at four feet six inches (4.5') up to a full street width* hence each location can be grinded by a milling machine. The bottom of each prepared patch shall be free of all loose material. Bituminous prime shall be applied to the full patch area. Edges of the patch shall be smooth and free of loose material to a depth of not less than one and one half inches (1½").

The supply and application of bituminous prime shall be INCIDENTAL.

Paragraph 2 of Article 442.10 is deleted and is replaced by:

Upon milling of the existing pavement, any areas of the pavement which are below the required 1½" removal depth shall be built up to finished grade with compacted HMA Surface Course, Mix D, N50. The supply of additional HMA Surface Course, Mix D, N50 shall be INCIDENTAL and no other compensation will be allowed.

Hot-mix asphalt material shall conform to the applicable requirements of Section 1030 of the SSRBC for Hot-Mix Asphalt Surface Course, Mix D, N50 (IL-9.5 mm).

Patch sizes meeting the specifications in accordance with Article 442.01 of the SSRBC shall be placed using a self-propelled paving machine in accordance with Article 1102.03 of the SSRBC.

Paragraph 5 of Article 442.11 of the SSRBC is deleted and is replaced by: **No additional compensation will be made for repairing subbase damage or for material adhering to removed pavement.**

Add the following to Article 442.08 of the SSRBC.

**All Class D patches shall be 1½ inches thick.**

**Method of Measurement:** Pavement removal and replacement shall be measured for payment in place and the area computed in square yards. Patches shall be classified as CL D, 1½". Patches made larger than designated by the Engineer, at the Contractor's discretion, due to the size of milling equipment, paving equipment, etc, shall only be paid for at the original size indicated by the Engineer.

**Basis of Payment:** This work shall be paid for at the contract unit price per **SQUARE YARD** for:

**CLASS D PATCH, 1½" SPECIAL,**

which shall be payment in full for measurement per Article 442.11 of the SSRBC.

**SP-7: CLASS D PATCH, 3", SPECIAL**

This work shall be performed in accordance with Section 442 of the SSRBC with the following alterations.

At all street locations the final patching operation shall be completed within one day of the other milling of the pavement. **A construction progress schedule shall be submitted by the Contractor to the Contract Administrator at the pre-construction meeting showing all work items to be constructed as part of the project.**

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the Contractor at his/her own expense, as directed by the Engineer.

## Village of Downers Grove

Asphalt pavement patching shall include the removal of existing pavement to a depth not less than three inches (3") and applying bituminous prime to full edge of existing pavement. *The minimum width of a patch shall be measured at four feet six inches (4.5') up to a full street width* hence each location can be grinded by a milling machine. The bottom of each prepared patch shall be free of all loose material. Bituminous prime shall be applied to the full patch area. Edges of the patch shall be smooth and free of loose material to a depth of not less than three inches (3"). Asphalt shall be replaced with two (2) equal depth lifts of HMA Surface Course, Mix D, N50.

The supply and application of bituminous prime shall be INCIDENTAL.

Paragraph 2 of Article 442.10 is deleted and is replaced by:

Upon milling of the existing pavement, any areas of the pavement which are below the required 3" removal depth shall be built up to finished grade with compacted HMA Surface Course, Mix D, N50. The supply of additional HMA Surface Course, Mix D, N50 shall be INCIDENTAL and no other compensation will be allowed.

Hot-mix asphalt material shall conform to the applicable requirements of Section 1030 of the SSRBC for Hot-Mix Asphalt Surface Course, Mix D, N50 (IL-9.5 mm).

Patch sizes meeting the specifications in accordance with Article 442.01 of the SSRBC shall be placed using a self-propelled paving machine in accordance with Article 1102.03 of the SSRBC.

Paragraph 5 of Article 442.11 of the SSRBC is deleted and is replaced by: *No additional compensation will be made for repairing subbase damage or for material adhering to removed pavement.*

Add the following to Article 442.08 of the SSRBC.

*All Class D patches shall be 3 inches thick.*

**Method of Measurement:** Pavement removal and replacement shall be measured for payment in place and the area computed in square yards. Patches shall be classified as CL D, 3". Patches made larger than designated by the Engineer, at the Contractor's discretion, due to the size of milling equipment, paving equipment, etc, shall only be paid for at the original size indicated by the Engineer.

**Basis of Payment:** This work shall be paid for at the contract unit price per **SQUARE YARD** for:

**CLASS D PATCH, 3" SPECIAL,**

which shall be payment in full for measurement per Article 442.11 of the SSRBC.

**SP-8: PAINT PAVEMENT MARKING LINE – 4"**

**Description:** This work shall be done in accordance with Section 780 of the SSRBC.

**Basis of Payment:** This work shall be paid for at the contract unit price per **LINEAL FOOT** of applied paint pavement marking line for:



## Village of Downers Grove

**PAINT PAVEMENT MARKING LINE - 4",**

which price shall be payment in full for all work specified herein.

| 2017 Fall Roadway Patching Estimated Quantities         |                             |                     |                     |      |
|---|-----------------------------|---------------------|---------------------|------|
| Locations & Quantity at Each Location Subject to Change |                             |                     |                     |      |
| Patching Locations – 1-1/2" Depth                       |                             |                     |                     |      |
| Section   | Street                      | From                | To                  | SqYd |
| NW  | Seeley Ave                  | Ogden               | Grant               | 55   |
|   | Seeley Ave                  | Janet               | Virginia            | 55   |
|   | Northcott Ave               | Prairie             | Warren              | 165  |
|   | Drendel Rd                  | Indianapolis        | North end           | 95   |
|   | Downers Dr                  | Butterfield         | Brook               | 10   |
| NE  | Linden Pl                   | Gierz               | Prairie             | 55   |
|   | Fairview Ave                | Ogden               | Maple               | 110  |
|   | Chicago Ave                 | Fairview            | Florence            | 55   |
|   | Elm St                      | Ogden               | Lincoln             | 55   |
|   | Elm ST                      | Ogden               | 39 <sup>th</sup> St | 165  |
|   | Washington St               | Ogden               | 39 <sup>th</sup> St | 110  |
| SE  | Ridgeview St                | Fairmount           | West end            | 110  |
|   | Fairmount Ave               | Maple               | 55 <sup>th</sup> St | 85   |
|   | Fairmount Ave               | 59 <sup>th</sup>    | 55 <sup>th</sup> St | 110  |
|   | 67 <sup>th</sup> Ct         | Fairview            | West end            | 55   |
|   | 72 <sup>nd</sup> Ct         | 72 <sup>nd</sup> St | East end            | 85   |
|   | Lyman Ave                   | 61 <sup>st</sup> St | 63 <sup>rd</sup> St | 220  |
|   | Lyman Ave                   | Maple               | 55 <sup>th</sup> St | 85   |
|   | Washington St               | Maple               | 55 <sup>th</sup> St | 55   |
|   | 2 <sup>nd</sup> St          | Fairview            | Williams            | 55   |
|   | Parking Deck / Mochel Drive |                     |                     | 195  |
|   | Blodgett Ave                | 59 <sup>th</sup> St | 63 <sup>rd</sup> St | 165  |
|   | Williams St                 | 75 <sup>th</sup> St | Plainfield          | 200  |

## Village of Downers Grove – 2017 Fall Roadway Patching

|                               |                                |                     |                     |       |
|-------------------------------|--------------------------------|---------------------|---------------------|-------|
| SW                            | Blanchard St                   | Main                | Dunham              | 330   |
|                               | Dunham Rd                      | Norfolk             | 67 <sup>th</sup> St | 110   |
|                               | Terrace Dr                     | 71 <sup>st</sup> St | South end           | 90    |
|                               | Camden Rd                      | 71st                | Deveraux            | 55    |
|                               | Gilbert Ave                    | Cornell             | Carpenter           | 55    |
|                               | Lee Ave                        | Gilbert             | Maple               | 130   |
|                               | Elmore Ave                     | Belmont             | Lee                 | 85    |
|                               |                                | Total 1-1/2" Depth  |                     | 3,225 |
| Patching Locations – 3" Depth |                                |                     |                     |       |
| Section                       | Location                       |                     |                     | SqYd  |
| NW                            | 4141 Belle Aire Ln             |                     |                     | 100   |
|                               | Across from 4028 Belle Aire Ln |                     |                     | 30    |
|                               | 4032 Belle Aire Ln             |                     |                     | 45    |
|                               | 4200 Belle Aire Ln             |                     |                     | 25    |
|                               | 4839 Pershing Ave              |                     |                     | 25    |
| NE                            | 4544 Elm St on Lincoln St      |                     |                     | 20    |
| SE                            | 5530 Lyman Ave                 |                     |                     | 80    |
|                               | 5618 Lyman Ave                 |                     |                     | 80    |
|                               | 5708 Lyman Ave                 |                     |                     | 80    |
|                               | 5732 Lyman Ave                 |                     |                     | 80    |
|                               | 5752 Lyman Ave                 |                     |                     | 55    |
|                               | 5738 Washington St             |                     |                     | 20    |
|                               | 5748 Washington St             |                     |                     | 35    |
|                               |                                | Total 3" Depth      |                     | 675   |
|                               |                                | Total 1-1/2" Depth  |                     | 3,225 |
|                               |                                | Grand Total         |                     | 3,900 |



## Village of Downers Grove – 2017 Fall Roadway Patching

**V. BID and CONTRACT FORM (Contractor)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

M &amp; J Asphalt Paving Company, Inc.

September 6, 2017

Company Name

Date

3124 S. 60th Court

mdenault@mjasphaltpaving.com

Street Address of Company

E-mail Address

Cicero, Illinois 60804

Michael Denault

City, State, Zip

Contact Name (Print)

708-222-1200

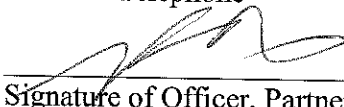
708-431-4683

Business Phone

24-Hour Telephone

708-222-1213

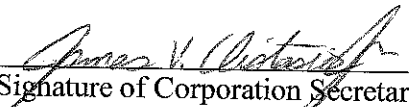
Business Fax

  
 Signature of Officer, Partner or Sole Proprietor

Nick Distasio Vice President

Print Name &amp; Title

ATTEST: if a Corporation

  
 Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:****ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

## Village of Downers Grove – 2017 Fall Roadway Patching

**SCHEDULE OF PRICES:****VILLAGE OF DOWNERS GROVE  
2017 Fall Roadway Patching**

| ITEM NO. | ITEM   | QUANTITY | UNIT | UNIT PRICE | TOTAL COST  |
|----------|--|----------|------|------------|-------------|
| SP-4     | Traffic Control, Maintenance of Traffic, Detours | 1        | L.S. | \$4,050.00 | \$4,050.00  |
| SP-6     | Class D Patch, 1-1/2" Special                    | 3,225    | S.Y. | \$13.50    | \$43,537.50 |
| SP-7     | Class D Patch, 3" Special                        | 675      | S.Y. | \$25.00    | \$16,875.00 |
| SP-8     | Paint Pavement Marking Line – 4"                 | 400      | L.F. | \$1.00     | \$400.00    |

**Total Bid**      \$64,862.50

## Village of Downers Grove – 2017 Fall Roadway Patching

**BIDDER'S CERTIFICATION (page 1 of 3)**

With regard to 2017 Fall Roadway Patching, Bidder M & J Asphalt Paving Company, Inc.  
(Name of Project) (Name of Bidder)  
hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

Village of Downers Grove – 2017 Fall Roadway Patching

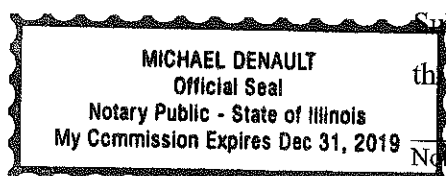
**BIDDER'S CERTIFICATION (page 2 of 3)**

BY: Nick Distasio  
 Bidder's Authorized Agent

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 6 | - | 4 | 2 | 2 | 2 | 2 | 2 | 0 |
|---|---|---|---|---|---|---|---|---|---|

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
 Social Security Number

Subscribed and sworn to before me  
 this 6th day of September, 2017.  
  
 Michael Denault  
 Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of M & J Asphalt Paving Company, Inc., and the full names of its Officers are as follows:

President: James V. Distasio, Jr.

Secretary: James V. Distasio

Treasurer: MaryAnn Distasio

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Village of Downers Grove – 2017 Fall Roadway Patching

**BIDDER'S CERTIFICATION (page 3 of 3)**

The partnership does business under the legal name of: \_\_\_\_\_  
 which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Bidder is a Sole Proprietor whose full name is: \_\_\_\_\_  
 and if operating under a trade name, said trade name is: \_\_\_\_\_  
 which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? YES

INSURER'S NAME: Continental Casualty Company

AGENT: The Horton Group

Street Address: 10320 Orland Parkway

City, State, Zip Code: Orland Park, Illinois 60467

Telephone Number: 708-845-3000

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: M & J Asphalt Paving Company, Inc.

Print Name and Title of Authorizing Signature: Nick Distasio Vice President

Signature: 

Date: September 6, 2017



## Village of Downers Grove – 2017 Fall Roadway Patching

**MUNICIPAL REFERENCE LIST**

|                  |  |                     |                 |
|------------------|--|---------------------|-----------------|
| Municipality:    | Worth Township                               |                     |                 |
| Address:         | 11555 S. Mayfield Alsip, Illinois 60803      |                     |                 |
| Contact Name:    | Leticia Campos                               | Phone #:            | 708-389-6666    |
| Name of Project: | Palos Gardens Street Improvements            |                     |                 |
| Contract Value:  | \$196,530.75                                 | Date of Completion: | July, 2017      |
|                  |  |                     |                 |
| Municipality:    | Village of Willowbrook                       |                     |                 |
| Address:         | 835 Midway Drive Willowbrook, Illinois 60527 |                     |                 |
| Contact Name:    | Martin Bojovic                               | Phone #:            | 847-823-0500    |
| Name of Project: | 2017 MFT Road Program                        |                     |                 |
| Contract Value:  | \$144,991.88                                 | Date of Completion: | Sept. 15, 2017  |
|                  |  |                     |                 |
| Municipality:    | City of Berwyn                               |                     |                 |
| Address:         | 6700 W. 26th Street                          |                     |                 |
| Contact Name:    | Tom Bradstedt                                | Phone #:            | 630-887-8640    |
| Name of Project: | 2016 CDBG Sidewalk Replacement               |                     |                 |
| Contract Value:  | \$236,400.00                                 | Date of Completion: | September, 2016 |
|                  |  |                     |                 |
| Municipality:    | Village of Maywood                           |                     |                 |
| Address:         | 40 Madison Street Maywood, Illinois 60153    |                     |                 |
| Contact Name:    | Mark Lucas                                   | Phone #:            | 708-865-0300    |
| Name of Project: | 2017 Roadway Improvements                    |                     |                 |
| Contract Value:  | \$979,569.50                                 | Date of Completion: | Sept. 15, 2017  |
|                  |  |                     |                 |
| Municipality:    | City of Chicago (NPL Construction Company)   |                     |                 |
| Address:         | 4554 W. North Avenue Chicago, Illinois 60639 |                     |                 |
| Contact Name:    | Justin Brown                                 | Phone #:            | 815-378-3221    |
| Name of Project: | Watermain Construction District One          |                     |                 |
| Contract Value:  | \$2,500,000.00                               | Date of Completion: | October, 2016   |

Village of Downers Grove – 2017 Fall Roadway Patching

**SUBCONTRACTORS LIST**

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

- 1) NONE Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 2) \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 4) \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 5) \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 6) \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 7) \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 8) \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Village of Downers Grove – 2017 Fall Roadway Patching

**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: M & J Asphalt Paving Company, Inc.  
 ADDRESS: 3124 S. 60th Court  
 CITY: Cicero  
 STATE: Illinois  
 ZIP: 60804  
 PHONE: 708-222-1200 FAX: 708-222-1213  
 TAX ID #(TIN): 36-4222220

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: SAME  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

Individual                      Limited Liability Company – Individual/Sole Proprietor  
 Sole Proprietor              Limited Liability Company-Partnership  
 Partnership                  Limited Liability Company-Corporation  
 Medical                      Corporation  
 Charitable/Nonprofit      Government Agency

SIGNATURE: \_\_\_\_\_

DATE: September 6, 2017

## Village of Downers Grove – 2017 Fall Roadway Patching

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: M & J Asphalt Paving Company, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

M & J Asphalt Paving Co., Inc. will perform the Removals and Asphalt Paving. Program Sponsors  
will be the Local Union. We are members of the following: International Union of Operating  
Engineers – Local 150, Laborers International Union – Local 5 and Local 1006, Teamsters Union  
– Local 173

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Nick Distasio

Signature: 

Date: August 6, 2017

Village of Downers Grove – 2017 Fall Roadway Patching

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

**Certificate of Compliance**

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature 

Company Name M & J Asphalt Paving Company, Inc.

Title Vice President

Date August 6, 2017

**Certificate of Non-Compliance**

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.**

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

## Village of Downers Grove – 2017 Fall Roadway Patching

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.**

Company Name: M & J Asphalt Paving Company, Inc.

Address: 3124 S. 60th Court

City: Cicero, Illinois Zip Code: 60804

Telephone: (708) 222-1200 Fax Number: (708) 222-1213

E-mail Address: mdenault@mjasphaltpaving.com

Authorized Company Signature: 

Print Signature Name: Nick Distasio Title of Official: Vice President

Date: August 6, 2017

Village of Downers Grove – 2017 Fall Roadway Patching

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.


The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare: \_\_\_\_\_

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

Nick Distasio  
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

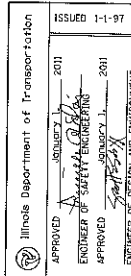
## Village of Downers Grove – 2017 Fall Roadway Patching

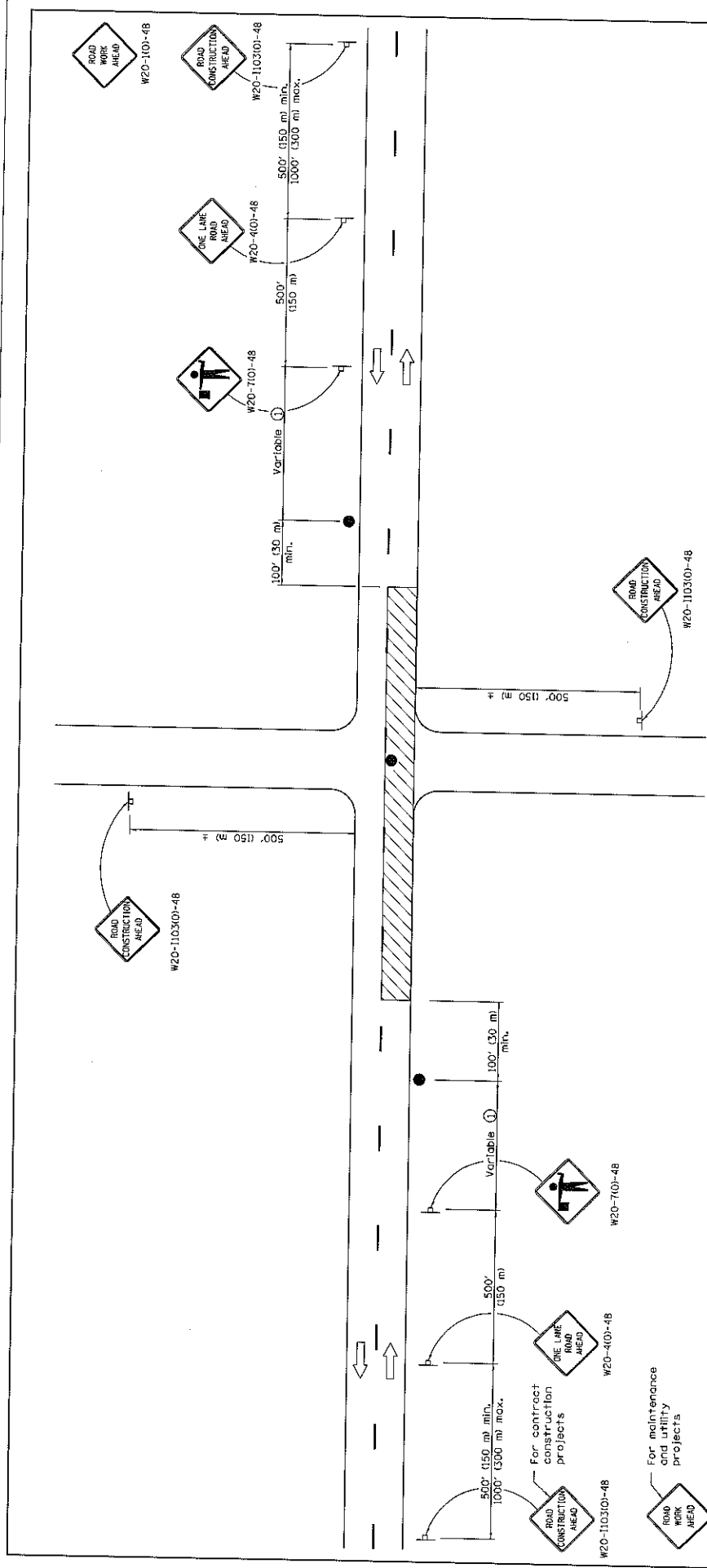
**BID SUBMITTAL CHECKLIST**

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. ☒ Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. ☒ Cover sheet filled-in
3. ☒ Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. ☒ Bid Bond or cashier's check enclosed with bid package.
5. ☒ Schedule of Prices completed. Check your math!
6. ☒ Bidder Certifications signed and sealed.
7. ☒ Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. ☒ Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. ☒ Municipal Reference List completed.
10. ☒ Vendor request form W-9 completed.
11. ☒ Affidavit (IDOT Form BC-57, or similar).
12. ☒ Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.







### GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than 1 mph (1.6 km/h) and less than 4 mph (6.4 km/h). When the operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

- Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed 1/2 the length required for one normal working day's operation or 2 miles (3200 m), whichever is less.

### SYMBOLS

Work area

- Sign on portable or permanent support
- Flagger with traffic control sign

### TYPICAL APPLICATIONS

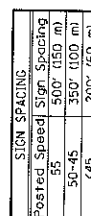
Bituminous resurfacing  
Utility operations  
Shoulder operations

|                                       |               |
|---------------------------------------|---------------|
| Illinois Department of Transportation |               |
| APPROVED                              | ISSUED 1-1-97 |
| ENGINEER OF SAFETY ENGINEERING        | 2011          |
| APPROVED                              | 2011          |
| ENGINEER OF DESIGN AND ENVIRONMENT    |               |

| DATE   | REVISIONS                         |
|--------|-----------------------------------|
| 1-1-11 | Revised flagger sign.             |
| 1-1-09 | Switched units to English metric. |
|        | Corrected sign No.'s.             |






**LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS ≥ 45 MPH**

STANDARD 701305-03



## SYMBOLS

## Work area

- |   |   |
|---|---|
|  | Cone, drum or barricade<br>(not required for moving operations) |
|  | Sign on portable or permanent support                           |
|  | Flagger with traffic control sign                               |
|  | Barricade or drum with flashing light                           |
|  | Type III barricade with flashing lights                         |

## GENERAL NOTES


**GENERAL NOTES**

All dimensions are in inches (millimeters) unless otherwise shown.

| DATE   | REVISIONS                         |
|--------|-----------------------------------|
| 1-1-11 | Revised flagger sign.             |
|        |                                   |
|        |                                   |
| 1-1-09 | Switched units to English metric. |
|        | Corrected sign No.'s              |

URBAN LANE CLOSURE,  
2L, 2W, UNDIVIDED

STANDARD 701501-06


 Illinois Department of Transportation

ISSUED 1-1-97

APPROVED January 1, 2011  
James P. [Signature]  
 ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011  
[Signature]

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

M & J Asphalt Paving Company, Inc  
3124 S. 60th Court  
Cicero, IL 60804

### SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P. O. Box 1635

Milwaukee, WI 53201-1635

Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, IL 60515

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2017 Fall Roadway Patching

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of September, 2017.

Michael Demant

(Witness)

M & J Asphalt Paving Company, Inc

(Principal)

(Seal)

By: [Signature]

(Title)

Old Republic Surety Company

(Surety)

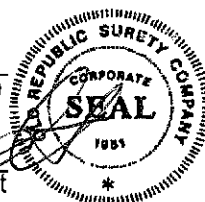
(Seal)

By: Kristen Schmidt

(Title) Kristen Schmidt

Attorney-in-Fact

(Witness) See Attached Jurat



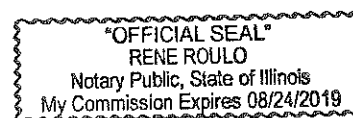
STATE OF ILLINOIS  
COUNTY OF WILL

I, Rene' Roulo, a Notary Public in and for the state and county aforesaid, do hereby certify that Kristen Schmidt of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of the Old Republic Surety Company as the free and voluntary act of the Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of September A.D. 2017.

My commission expires August 24, 2019.  
NOTARIAL JURAT

Rene' Roulo  
Notary Public





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

**Kristen Schmidt**

its true and lawful Attorney-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows: Execution Date: September 6, 2017

Surety Bond number: Bid Bond

Principal: M & J Asphalt Paving Company, Inc

Obligee: Village of Downers Grove

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

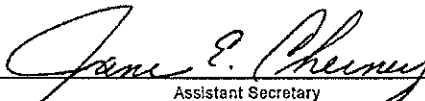
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of December, 2015.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary



  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of December, 2015, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires: September 28, 2018

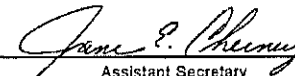
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 6th day of September, 2017.

  
Assistant Secretary

Insurance / Risk Advisory / Employee Benefits

**HORTON**

August 30, 2017

Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, IL 60515

Attn.: Scott Barr, Staff Engineer II

Re: M&J Asphalt Paving Company, Inc.  
Project: 2017 Fall Railroad Patching

Dear Mr. Barr:

M&J Asphalt Paving Company, Inc. is a valuable client of The Horton Group and Old Republic Surety Company. Old Republic Surety Company is rated A (Excellent) VII by A.M. Best with a stable outlook.

We have routinely supported them on single contracts up to \$3,000,000 and an aggregate bonded program up to \$6,000,000. Amounts in excess of this will be favorably considered on a case by case basis. Therefore, I anticipate no difficulty providing Performance and Payment Bonds, should they be awarded the captioned project

This indication is subject to a review of the terms and conditions of the contract and bond forms by M&J Asphalt Paving Company, Inc. and Old Republic Surety Company, as well as current underwriting requirements, at the time of a specific request.

M&J Asphalt Paving Company, Inc., Inc. is a well managed company that enjoys an excellent reputation for quality work and customer satisfaction. I recommend this fine company for your favorable consideration.

If I can provide any further assurances, please don't hesitate to contact me.

Thank you.

Very truly yours,



John J. Naso, Jr., AFSB  
Vice President of Surety, Risk Advisory Solutions  
Direct Dial Number: (708) 845-3363



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>The Horton Group<br>10320 Orland Parkway<br>Orland Park IL 60467           |        | <b>CONTACT NAME:</b> Construction Team<br><b>PHONE (A/C No. Ext):</b> 708-845-3000 <b>FAX (A/C No.):</b> 866-202-5917<br><b>E-MAIL ADDRESS:</b> Constructioncerts@thehortongroup.com  |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |
|---|--------|---|--|---------|--------|---|-------|------------------------------------|-------|--|-------|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>M & J Asphalt Paving Company, Inc.<br>3124 S. 60th Court<br>Cicero IL 60804 |        | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Acuity Mutual Insurance</td> <td>14184</td> </tr> <tr> <td>INSURER C: The Travelers Property Casualty Ins</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER | NAIC # | INSURER A: Continental Casualty Company | 20443 | INSURER B: Acuity Mutual Insurance | 14184 | INSURER C: The Travelers Property Casualty Ins | 25674 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER   | NAIC # |   |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |
| INSURER A: Continental Casualty Company   | 20443  |   |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |
| INSURER B: Acuity Mutual Insurance  | 14184  |   |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |
| INSURER C: The Travelers Property Casualty Ins  | 25674  |   |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |
| INSURER D:  |        |   |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |
| INSURER E:  |        |   |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |
| INSURER F:  |        |   |  |         |        |   |       |                                    |       |  |       |            |  |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: 1948318463

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER               | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS  |
|----------|--|-----------|----------|-----------------------------|--------------------------|--------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Y         | Y        | 5095712914                  | 10/14/2016               | 10/14/2017               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  | Y         | Y        | 5095712945                  | 10/14/2016               | 10/14/2017               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$0   | Y         |          | 5095712900                  | 10/14/2016               | 10/14/2017               | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | X27374                      | 10/14/2016               | 10/14/2017               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                      |
| C        | Floater Equipment Excess Umbrella  |           |          | 5095943974<br>ZUP51M6874416 | 10/14/2016<br>10/14/2016 | 10/14/2017<br>10/14/2017 | Leased/Rented 400,000<br>Occ/Agg 10,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only when required by written contract. See Attached; Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract.  
 RE: Village of Maywood 2017 Roadway Improvements Project

Additional Insured: Village of Maywood, its officials, employees, agents and volunteers; and Edwin Hancock Engineering Co., its agents and employees

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Hana Miron*





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
**For the Letting of** 9/6/2017  
(Letting date)

**Instructions:** Complete this form by either typing or using black ink.  
"Authorization to Bid" will not be issued unless both sides of this form are  
completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

|  | 1           | 2                         | 3 | 4                                    | Awards Pending |                    |
|--|-------------|---------------------------|---|--------------------------------------|----------------|--------------------|
| Contract Number  | CDBG PY2016 | Maywood                   |   | Sect. No. 17-00000-01-GM Willowbrook |                |                    |
| Contract With  | Berwyn      | 2017 Roadway Improvements |   |                                      |                |                    |
| Estimated Completion Date                                | 10/14/2017  | 9/15/2017                 |   | 9/15/2017                            |                |                    |
| Total Contract Price                                     | 546,675.75  | 979,569.50                |   | 144,991.88                           |                | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | 376,980.75  | 131,017.00                |   | 11,862.50                            |                | 519,860.25         |
| Uncompleted Dollar Value if Firm is the Subcontractor    |             |                           |   |                                      |                | 0.00               |
| Total Value of All Work                                  |             |                           |   |                                      |                | 519,860.25         |

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

|                                       |            |           |      |           |      | Accumulated Totals |
|---------------------------------------|------------|-----------|------|-----------|------|--------------------|
| Earthwork                             | 24,600.00  | 15,000.00 |      | 1,000.00  |      | 40,600.00          |
| Portland Cement Concrete Paving       |            | 25,000.00 |      |           |      | 25,000.00          |
| HMA Plant Mix                         |            |           |      |           |      |                    |
| HMA Paving                            | 204,120.00 | 30,000.00 |      |           |      | 234,120.00         |
| Clean & Seal Cracks/Joints            |            |           |      |           |      |                    |
| Aggregate Bases & Surfaces            |            | 10,000.00 |      | 5,362.50  |      | 15,362.50          |
| Highway, R.R. and Waterway Structures |            |           |      |           |      |                    |
| Drainage                              |            |           |      |           |      |                    |
| Electrical                            |            |           |      |           |      |                    |
| Cover and Seal Coats                  |            |           |      |           |      |                    |
| Concrete Construction                 | 111,900.00 | 5,000.00  |      | 5,000.00  |      | 121,900.00         |
| Landscaping                           |            |           |      |           |      |                    |
| Fencing                               |            |           |      |           |      |                    |
| Guardrail                             |            |           |      |           |      |                    |
| Painting                              |            |           |      |           |      |                    |
| Signing                               |            |           |      |           |      |                    |
| Cold Milling, Planning & Rotomilling  |            | 4,500.00  |      |           |      | 4,500.00           |
| Demolition                            |            |           |      |           |      |                    |
| Pavement Markings (Paint)             |            |           |      |           |      |                    |
| Other Construction (List)             |            |           |      |           |      |                    |
| Prime Coat                            | 12.00      | 17.00     |      |           |      | 29.00              |
| Traffic Control                       | 9,550.00   | 6,000.00  |      | 500.00    |      | 16,050.00          |
| Totals                                | 350,182.00 | 95,517.00 | 0.00 | 11,862.50 | 0.00 | 457,561.50         |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                    | 1                 | 2                 | 3    | 4                 | Awards Pending |
|--------------------|-------------------|-------------------|------|-------------------|----------------|
| Subcontractor      | Suburban General  | Suburban General  |      | Mark-It           |                |
| Type of Work       | Sewer             | Sewer             |      | Pavement Markings |                |
| Subcontract Price  | 174,695.00        | 118,840.00        |      | 5,362.50          |                |
| Amount Uncompleted | 5,000.00          | 3,000.00          |      | 5,362.50          |                |
| Subcontractor      | Reid Landscaping  | Reid Landscaping  |      |                   |                |
| Type of Work       | Landscaping       | Landscaping       |      |                   |                |
| Subcontract Price  | 18,000.00         | 25,500.00         |      |                   |                |
| Amount Uncompleted | 18,000.00         | 25,500.00         |      |                   |                |
| Subcontractor      |                   | Precision         |      |                   |                |
| Type of Work       | Pavement Markings | Pavement Markings |      |                   |                |
| Subcontract Price  | 3,798.75          | 8,940.00          |      |                   |                |
| Amount Uncompleted | 3,798.75          | 7,000.00          |      |                   |                |
| Subcontractor      |                   |                   |      |                   |                |
| Type of Work       |                   |                   |      |                   |                |
| Subcontract Price  |                   |                   |      |                   |                |
| Amount Uncompleted |                   |                   |      |                   |                |
| Subcontractor      |                   |                   |      |                   |                |
| Type of Work       |                   |                   |      |                   |                |
| Subcontract Price  |                   |                   |      |                   |                |
| Amount Uncompleted |                   |                   |      |                   |                |
| Subcontractor      |                   |                   |      |                   |                |
| Type of Work       |                   |                   |      |                   |                |
| Subcontract Price  |                   |                   |      |                   |                |
| Amount Uncompleted |                   |                   |      |                   |                |
| Subcontractor      |                   |                   |      |                   |                |
| Type of Work       |                   |                   |      |                   |                |
| Subcontract Price  |                   |                   |      |                   |                |
| Amount Uncompleted |                   |                   |      |                   |                |
| Total Uncompleted  | 26,798.75         | 35,500.00         | 0.00 | 5,362.50          | 0.00           |

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 6th day of Sep-17

Michael Denault  
Notary Public

Type or Print Name Nick Distasio Vice President  
Officer or Director Title

Signed [Signature]My commission expires: 12-31-19Company M & J Asphalt Paving Company, Inc.

Address 3124 S. 60th Court  
Cicero, Illinois 60804

(Notary Seal)

