

VILLAGE OF DOWNERS GROVE
Report for the Village

SUBJECT:	3/11/2025	SUBMITTED BY:
Award of Contract for 2025 Crack Sealing (ST-004C)		Scott Vasko Director of Engineering

SYNOPSIS

A motion is requested to award a contract for the 2025 Crack Sealing Project to SKC Construction, Inc. of West Dundee, Illinois in the amount of \$96,443.00.

STRATEGIC PLAN ALIGNMENT

The Goals for 2024 – 2026 include *Top Quality Infrastructure*.

FISCAL IMPACT

The approved FY25 budget includes \$1,540,000 for roadway maintenance in the Capital Improvements Fund and \$125,000 for parking lot maintenance in the Parking Fund.

RECOMMENDATION

Approval on the March 11, 2025 consent agenda.

BACKGROUND

This project is a component of the 2025 Roadway Maintenance Program (CIP Project ST-004). The scope of this project includes crack sealing on approximately 20 miles of Village streets, as well as the sealcoating and restriping of Village Parking Lots A, J, and K. In 2025, a Call for Bids (CFB) for Crack Sealing and Seal Costing Services was issued by the Village of Woodridge on behalf of the DuPage Municipal Partnering Initiative (MPI), which was published in accordance with the Village's Purchasing Policy. Ten other communities took part in this bidding process. A summary of the Village of Downers Grove portion of bids is as follows:

Contractor	Base Bid
Denler, Inc.	\$101,211.20
SKC Construction, Inc.	\$96,443.00

SKC Construction, Inc. has satisfactorily performed work of similar scope on multiple projects for Downers Grove in 2013, as well as projects in Lombard and other surrounding communities. Staff recommends award of this contract to SKC Construction, Inc.

ATTACHMENTS

Contract
Agreement Acceptance

AGREEMENT ACCEPTANCE

**CFB # 2025-01
CRACK SEALING AND SEAL COATING SERVICES
"YEAR 1"**

ACCEPTANCE - CONTRACT

The Contract/Bid opened February 18, 2025, attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Downers Grove ("Owner") this ___ day of _____, 2025.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

AGREED:

Signature



President, SKC Construction, Inc

By: _____

Title: Village Manager, VILLAGE OF DOWNERS GROVE

Item	Quantity	Unit Price	Total
Fiber-Asphalt Crack Sealing Asphalt Pavement	30,000 lbs	1.38	\$41,400.00
Seal Coat Parking Lot	17,500 sq. yd.	1.19	\$20,825.00
Paint Pavement Marking – Line 4"	9,200 ft	0.42	\$3,864.00
Paint Pavement Marking – Line 24"	60 ft.	10.00	\$600.00
Paint Pavement Marking – Letters & Symbols	60 sq ft.	3.90	\$234.00
Hot-Applied Mastic Pavement Repair	12,000 lbs	2.46	\$29,520

Total: \$96,443.00

CALL FOR BIDS

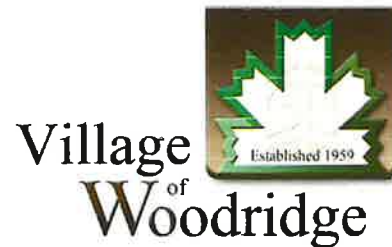
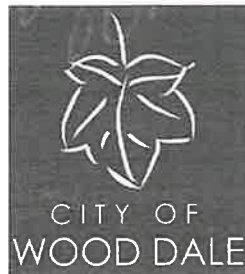
2025-01

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING AND SEAL COATING SERVICES

FOR THE LOCAL PUBLIC AGENCIES OF:

BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST, HANOVER PARK, LOMBARD, VILLA PARK, WHEATON, WOOD DALE, and WOODRIDGE



**VILLAGE OF WOODRIDGE
PUBLIC WORKS DEPARTMENT
ONE PLAZA DRIVE
WOODRIDGE, IL 60517
(630) 719-4753**

VILLAGE OF WOODRIDGE**ADDENDUM NO. 1****2025 MPI Crack Sealing and Seal Coating Services (#2025-01)**

DATE: February 11, 2025

FROM: Village of Woodridge
Five Plaza Drive
Woodridge

BID OPENING: 10:00 AM CST on Tuesday, February 18, 2025

TO: All Prospective Bidders

All BIDDERS for the above contract shall carefully read the enclosed Addendum and consider its impact in the preparation of their bid proposal. This Addendum is provided to inform you of any changes or clarifications to the Crack Sealing and Seal Coating Services (Bid No. 2025-01)

Including this page, this Addendum is 2 pages – 1 this page and 1 Bidder's Acknowledgement of Receipt.

This Addendum shall be included with and is considered part of the BID DOCUMENT. Failure to return this form may result in disqualification of the BIDDER. Include this original in your bid.

Question 1: Are there plans that can be reviewed?

Answer: No, per page 5 item #4, the provided quantities are estimated quantities and can be changed by the LPA before construction.

Question 2: Was there a pre-bid meeting with an interested bidder list?

Answer: No, there was no pre-bid meeting. A plan holder list can be provided after the bid opening via email request to the Village.

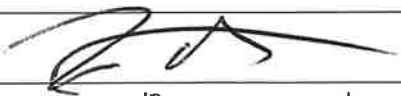
Question 3: How do I receive the bid documents?

Answer: Per the Legal Notice, you must provide an IDOT Certificate of Eligibility to receive the bid documents.

**VILLAGE OF WOODRIDGE
BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 1
2025 MPI Crack Sealing and Seal Coating Services (#2025-01)**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name SKC CONSTRUCTION, INC.
By 
Print Name Kevin Bergquist
Position/Title Project Manager
Date 2-11-25

LEGAL NOTICE

The Village of Woodridge will be accepting sealed bids for the items listed below. Bids will be accepted at the Woodridge Village Hall, Five Plaza Drive, Woodridge, until 10:00 AM, Tuesday, February 18, 2025 at which time they will be opened and publicly read aloud.

**BID NO: 2025-01
BID ON: CRACK SEALING AND SEAL COATING SERVICES FOR
THE LOCAL PUBLIC AGENCIES OF:**

**BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST, HANOVER PARK,
LOMBARD, VILLA PARK, WHEATON, WOOD DALE, AND WOODRIDGE**

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Local Public Agencies' boundaries.

Plans and Specifications are available via email request sent to Matt Pocius from the Public Works Department at mpocius@woodridgeil.gov between the hours of 8:00AM – 4:30PM, Monday through Friday. Bidders must be prequalified with an IDOT Certificate of Eligibility and provide a copy of the certificate to obtain the bid documents. Questions or clarifications to this bid will be received by the Village until 11:00am on February 10, 2025. All questions should be emailed to mpocius@woodridgeil.gov. Any addenda issued to this bid, including answers to received questions, will be emailed to all plan holders by 4:00 PM on February 11, 2025.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Woodridge for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Board.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The municipalities of Burr Ridge, Darien, Downers Grove, Elmhurst, Hanover Park, Lombard, Villa Park, Wheaton, Wood Dale, Woodridge, and the County of DuPage each individually reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities and DuPage County, including the right to not award the contract. The quantities indicated in the specifications are based upon the best information available at the time of bidding; the constructed quantities may deviate from those indicated in the bid document.

Dated: January 28, 2025

SCHEDULE OF PRICES

SUBMISSION INFORMATION:

INVITATION: # 2025-01
 BID OPENING DATE: February 18, 2025
 TIME: 11:00 A.M. Local Time
 LOCATION: Village Hall
 Village of Woodridge
 Woodridge, IL 60517

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: SKC CONSTRUCTION, INC.
 Address: P. O. BOX 503
 City, State, Zip Code: WEST DUNDEE, IL 60118

**Crack Sealing and Seal Coating Services
 per the specifications identified herein**

I. BASE BID ITEMS – Year 1 – 2025 Construction

Item No.	Items	Unit	Quantity	Unit Price	Total Cost
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83,000	1.67	138,610.00
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2,500	3.00	7,500.00
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323,500	1.38	446,430.00
D	SEAL COAT BIKE PATH	SQ YD	15,100	1.07	16,157.00
E	SEAL COAT PARKING LOT	SQ YD	77,500	1.19	92,225.00
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37,200	0.42	15,624.00
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	10.00	600.00
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	960	3.90	3,744.00
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	500.00	500.00
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12,000	2.46	29,520.00
TOTAL BASE BID =					750,910.00

I. Year 2 (optional) - 2026 Construction

The rates for services listed for the Year 2 (optional) - 2026 Construction will not increase more than 5 % over the "BASE BID ITEMS – Year 1 – 2025 Construction" contract period. At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2026 and concluding December 31, 2026.

II. Year 3 (optional) - 2027 Construction

The rates for services listed for the Year 3 (optional) - 2027 Construction will not increase more than 5 % over the "Year 2 (optional) – 2026 Construction contract period". At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2027 and concluding December 31, 2027.

III. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

IV.

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
County of DuPage	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Elmhurst	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Hanover Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Lombard	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Villa Park	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Wood Dale	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Woodridge	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %

V. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item No.	Item	Unit	ADDITIONAL UNIT PRICE*
E	Seal Coat Parking Lot Parking Lot	SY	\$ <u>0.49</u>
F	Paint Pavement Marking – Line 4"	FT	\$ <u>0.30</u>
G	Paint Pavement Marking – Line 24"	FT	\$ <u>2.00</u>
H	Parking Lot Paint Pavement Marking – Letters & Symbols	SF	\$ <u>8.00</u>

* = The additional unit price above is to be added to the corresponding item in Sections E., F., G. or H. if the LPA requires the Contractor to perform the work on a Saturday.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: SKC CONSTRUCTION, INC.

Typed/Printed Name: JEFFREY K. BERGQUIST Date: 2-7-25

Title: PRESIDENT Telephone Number: 847-214-9800

E-mail Jbergquist@skcconstruction.net

GENERAL TERMS AND CONDITIONS

January 2025

1. INTENT

It is the intent of the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Hanover Park (HANOVER PARK), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of Wheaton (WHEATON), the City of Wood Dale (WOOD DALE), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the LPAs are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the LPAs via lower pricing. The Village of Woodridge is conducting the bidding process on behalf of the LPAs. Each LPA's municipal/county manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. BID PRICE

Please submit pricing for the base bid items and not-to-exceed percentage increases in unit prices from each prior year. The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality. The statement of quantities is based upon the best information available at the time of bidding, and the actual units constructed may deviate from those listed in the statement of quantities.

As optional pricing, the LPAs request fixed pricing percentage increases for year two (2) and year three (3) from each prior year for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, seal coating bike paths and parking lots, and parking lot pavement markings.

The Contractor shall identify the discount for each LPA if equipment staging is allowed at LPA facilities.

The LPAs reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the LPA.

3. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Woodridge to serve as a guarantee that the bidders shall enter into a contract with the LPAs to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Woodridge will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

4. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities. The LPAs do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the LPA's requirements whether for more or less than the estimated amount.

The LPAs reserve the right to increase and/or decrease quantities, add or delete locations or LPAs during the term of the Agreement, whatever is deemed to be in the best interest of the LPAs.

5. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each LPA on a total lump sum for its portion of the base bid. The LPAs reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the LPAs. The Village of Woodridge further reserves the right to reject any or all bids.

Each year, the individual LPAs shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual LPA per its scheduling with the Contractor regardless of whether all of the LPAs' corporate authorities have approved their awards to the Contractor for their respective work by the individual LPA's scheduled start date.

6. **TERM**

The term of this contract shall be one (1) year from the date of first award, with two (2) optional one (1) year renewals at the contract unit prices increases established as part of the initial term. At the end of the first-year term and again at the end of the second-year term, the term of the contract may be extended upon the Municipality's discretion within ninety (90) days following the expiration of the current term. The Contractor's unit prices will increase under the option renewals at the percentage rates inputted by the Bidder under the "SCHEDULE OF PRICES" section on page 2 allowed by this Call for Bids. For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a Municipality to appropriate funds in future contract years.

Work in each LPA shall begin in spring/summer 2025, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the LPAs per the schedule that each LPA coordinates with the Contractor.

The Contractor will begin services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for an LPA upon mutual written consent by the LPA and the Contractor.

7. **CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 7.1 A performance bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA as security for the faithful performance of the LPA's contract; and
- 7.2 A payment bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA.
- 7.3 Documents required by this section must be received and approved by the LPA before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

8. **MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the LPA's Corporate Authorities.

9. CONTACT WITH LPA PERSONNEL

All bidders are prohibited from making any contact with the respective LPAs' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the LPAs (collectively, "LPAs Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village/County Manager or Administrator reserves the right to disqualify any bidder found to have contacted LPA Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with LPA Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

10. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each LPA's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the LPAs require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any LPA, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the LPA official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the LPA to take appropriate measures to ensure the fairness of the bidding process.

The Village of Woodridge requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if any LPA discovers an undisclosed potential or actual conflict of interest, that LPA may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

11. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Woodridge is the only official source for bid packages and supporting materials. Registration with the Village of Woodridge is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Woodridge cannot ensure that bidders who obtain bid packages from sources other than the Village of Woodridge will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the LPAs' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Woodridge will NOT re-release the project absent extraordinary circumstances.

12. PREVAILING WAGE

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) 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 wage rates throughout the duration of this Contract.

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 LPA 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.

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.

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 LPA streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the LPA will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

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.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

13. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Since 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 LPA no later than the tenth (10th) 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 LPA.** 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 LPA reserves the right to check the pay stubs of the workers on the job. The LPA further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

14. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the LPA.

15. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable 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 LPA corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

16. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

17. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

- Bid pricing
- Compliance with specifications
- Previous LPA Experience
- Submittal compliance
- References
- Not currently suspended from participation in any Local, State or Federal Projects

18. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

For DuPage County, an affidavit must be executed and submitted upon the completion of the project before final payment is processed.

19. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the LPA is required.

Notwithstanding written consent to subcontract approved by the LPAs, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

20. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Woodridge will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the LPAs.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the LPAs for the base bid (year one), years two (2) and/or three (3), the LPAs reserve the right to reject such bid at the discretion of the LPA.

22. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the LPAs, even though not specifically detailed or mentioned.

23. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Matt Pocius mpocius@woodridgeil.gov. Questions must be submitted **no later than 11:00 a.m. on February 10, 2025.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

24. CAMPAIGN DISCLOSURE –Please note this Section on Campaign Disclosures shall be specific to and shall only apply to the Village of Downers Grove.

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.

25. RESERVATION OF RIGHTS

Each LPA reserves the right to accept the Bidder's Proposal that is, in their judgement, the best and most favorable to the interests of the LPA and the public; to reject the low price proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in LPA's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the LPAs shall not be considered an alteration of the bids.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

27. RESPONSIVE BID

- 27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 27.2 Bidders shall promptly notify the Village of Woodridge of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the LPAs, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each LPA and the successful bidder. The bidder agrees that the Village of Woodridge shall not be responsible in any way for purchase orders or payments made by the other LPAs. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other LPAs during the extended term of this Agreement.

Bidder and the other LPAs may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other LPA.

The bidder shall provide the other LPAs with all documentation as required in the bid, and as otherwise required by the

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SKC Construction, Inc.
695 Church Road
Elgin, IL 60123

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609
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.

OWNER:

(Name, legal status and address)

Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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


Crack Sealing & Seal Coating Services for Local Public Agencies Of: Burr Ridge, Darien, Downers Grove, DuPage County, Elmhurst, Hanover Park, Lombard, Villa Park, Wheaton, Wood Dale and Woodridge, Bid No. 2025-01

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 18th day of February, 2025

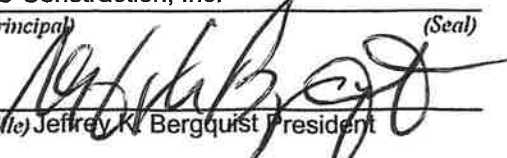


(Witness) Therese J. Tabor, Accounting Manager



(Witness) Jodie Sellers

SKC Construction, Inc.
(Principal) _____ *(Seal)*

By: 

(Title) Jeffrey K. Bergquist President

Harco National Insurance Company
(Surety) _____ *(Seal)*

By: 

(Title) William T. Krumm Attorney-in-Fact



State of Illinois

County of Cook

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Cassandra L Stone Notary Public of Cook County, in the State of Illinois,

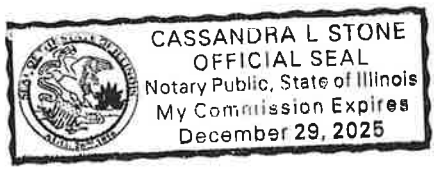
do hereby certify that William T. Krumm Attorney-in-Fact, of the Harco National Insurance

Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Harco National Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 18th day of February, 2025.

Notary Public Cassandra L Stone

My Commission expires: December 29, 2025



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond
Principal SKC Construction, Inc.
Obligee Village of Woodridge

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

William T. Krumm

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

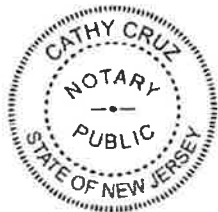
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of February, 2025

Irene Martins, Assistant Secretary

LPA, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other LPAs
- Certificate of insurance naming each additional LPA as an additional insured
- Certified payrolls to each additional LPA for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
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29.5 **Umbrella Coverage** in the sum of \$2,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name **each LPA** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each LPA** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states **each LPA** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (LPA's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured**

under the above referenced policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”

29.7 Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, each LPA may purchase such insurance coverages and charge the expense thereof to the Contractor.

29.8 DuPage County Special Provision:

Article 107.27 Insurance. In addition to the requirements of this Article, the policies of insurance for Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability shall include an additional insured endorsement naming the County of DuPage, its officers and employees as additional insureds. The endorsements shall be on forms acceptable to the County of DuPage. This additional insured is to be on a primary and non-contributory basis and include a Waiver of Subrogation endorsement.

Employer's Liability insurance shall be in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

Limits of Umbrella Excess Liability (over primary) shall not be less than an amount that in combination with Commercial General Liability totals \$6,000,000 of liability insurance per occurrence. The Umbrella Excess Liability Policy shall include in the "Who is Insured" pages of the policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The contractor shall provide a copy of said section of the excess/umbrella liability policy upon request by the County of DuPage.

The Contractor shall require all subcontractors to maintain the same insurance coverage required of the contractor. The County of DuPage retains the right to obtain evidence of subcontractor insurance coverage at any time.

Replace the second sentence of the second paragraph (third to last paragraph) of this article with the following: "It is the duty of the Contractor to immediately notify the County of DuPage if any insurance required under this contract has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of DuPage of the required insurance coverage, the County of DuPage shall notify the Contractor that the Contractor can proceed with the work that is a part of this contract. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this contract, and the Contractor shall accept and bear all costs that may result from the cancellation of this contract due to Contractor's failure to provide and maintain the required insurance."

30. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the City of Darien, the Village of Downers Grove, the County of DuPage, the City of Elmhurst, the Village of Hanover Park, the Village of Lombard, the Village of Villa Park, the City of Wheaton, the City of Wood Dale, and the Village of Woodridge, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of LPAs, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. CHANGE IN STATUS

The Contractor shall notify each LPA immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The LPAs shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. CHANGE ORDERS

The LPAs believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase**

of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the LPA prior to execution.

- 32.1 Change Orders shall comply with 720 ILCS 5/33E-9.
- 32.2 Detailed written Requests for Change Orders must be submitted to the LPA's Representative on the form provided by the LPA. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected LPA's Purchasing Manager or other authorized agent.
- 32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 32.4 A written Change Order must be issued by the affected LPA's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each LPA detailing the services provided directly to the respective LPA. All services shall be invoiced based on unit pricing and quantities used. The LPAs shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the LPAs. Payment shall be made in accordance with the Local Government Prompt Payment Act.

The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the LPA, nor shall an LPA pay the Contractor's subcontractors directly.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

<p>Village of Burr Ridge David Preissig, P.E. Director of Public Works 451 Commerce Street Burr Ridge, IL 60527</p>	<p>City of Darien Dan Gombac Director of Municipal Services 1041 S Frontage Rd Darien, IL 60561</p>	<p>Village of Downers Grove Stephanie Graves, P.E. Engineering Manager 5101 Walnut Ave Downers Grove, IL 60515</p>	<p>County of DuPage Division of Transportation Attn: Steven Mlynarczyk, P.E. 421 N County Farm Rd Wheaton, IL 60187</p>
<p>City of Elmhurst Kim McGrew, P.E. Superintendent of Streets 209 N York St Elmhurst, IL 60126</p>	<p>Village of Hanover Park Karla Bastien, P.E. Assistant Village Engineer 2041 Lake St Hanover Park, IL 60133</p>	<p>Village of Lombard Tom Dixon Civil Engineering Technician 1051 S Hammerschmidt Ave Lombard, IL 60148</p>	<p>Village of Villa Park Michael Guerra, P.E. Director of Public Works 11 W Home Ave Villa Park, IL 60181</p>
<p>City of Wheaton Nathan Plunkett Street Superintendent 821 W Liberty Dr Wheaton, IL 60187</p>	<p>City of Wood Dale Alan Lange Director of Public Works 790 N Central Ave Wood Dale, IL 60191</p>	<p>Village of Woodridge Matt Pocius Civil Engineer 1 Plaza Dr Woodridge, IL 60517</p>	

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Woodridge Call for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

36. NON-ENFORCEMENT BY THE LPAS

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the LPA, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the LPA.

38. TERMINATION

Each LPA reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the LPAs for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the LPAs shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. NON APPROPRIATIONS

The LPA reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council or County Board of the affected LPA.

40. LPA CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the LPA in which the work is performed.

41. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the LPA. The LPA or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded,

fixed price contract.

- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

42. GUARANTEE

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the LPA.

43. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The LPA is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the LPA to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the LPA copies of any and all such documents when directed to do so by the LPA. All such documents shall be delivered to the LPA Clerk's Office no later than five (5) working days after the date of the LPA's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the LPA to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the LPA.

44. COMPETENCY OF BIDDER

If requested in writing by a Government Agency, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

45. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the LPA and the issuance of LPA purchase order. For DuPage County, a Notice to Proceed is required.

46. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

47. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the ENGINEER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the ENGINEER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the ENGINEER if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the LPA must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

48. PERMITS

The Contractor is responsible for obtaining all permits needed for working in the municipality, county, state, or railroad rights-of-way. This includes any permit for the movement of overweight or oversize vehicles. The cost for obtaining permits is incidental to the contract.

49. VENDOR ETHICS DISCLOSURE STATEMENT—Please note this Section on Vendor Ethics Disclosure Statement shall be specific to and shall only apply to DuPage County.

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to DuPage County shall be required to submit with its bid submission, an executed Required Vendor Ethics Disclosure Statement, attached hereto.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. DRUG FREE WORK PLACE

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

6.1.1 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.

(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.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.1.5 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.

6.1.6 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.

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

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 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.

8.0 PATRIOT ACT COMPLIANCE

8.1 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 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.

The Contractor will include verbatim or by reference the provisions contained herein 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. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor 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 him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

TECHNICAL TERMS AND CONDITIONS**January 2025****1. SCOPE OF WORK**

The Village of Woodridge requests bids for roadway crack sealing and bike path and parking lot seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths and parking lots, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Hanover Park (HANOVER PARK), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of Wheaton (WHEATON), the City of Wood Dale (WOOD DALE), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)"). The successful bidder ("Contractor") will provide seal coating per the Illinois Department of Transportation (IDOT) specifications offered in section 403 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2022) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2024), as amended by the attached **Appendix B**, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2022) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2024), as amended by the attached **Appendix B**.

2. PROJECT DELIVERABLES / QUANTITIES

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the LPAs per the specifications shown in **Appendix B**. Per **Appendix B**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2022) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2024)." On the request of the LPAs, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing.

FOR A BREAKDOWN OF QUANTITIES BY MUNICIPALITY, SEE ATTACHED APPENDIX C.

3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

4. INFORMATION TO BE PROVIDED BY THE LPA

For each year of the contract, each LPA will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each LPA will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

5. SCHEDULING OF WORK

Each year, the LPAs shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each LPA; however, it shall complete the total volume of crack sealing services required by each LPA within the term specified herein.

The Contractor shall provide crack sealing services for the LPAs within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The LPAs may prohibit the Contractor from working on weekends or holidays. For DuPage County, the local ordinance will be the municipality where the work is being performed.

6. CONTRACTOR'S PERSONNEL

While working for the LPAs, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. CONTRACTOR'S EQUIPMENT

Each LPA may provide the Contractor space at its Public Works or other LPA facility to store equipment while the Contractor is providing the LPA crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each LPA if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the LPAs. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the LPAs, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers and traffic control devices used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver services at the locations specified by each LPA on the map and list of locations that the LPA provides to the Contractor.

10. TERM

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each LPA per the schedule that each LPA coordinates with the Contractor. The Contractor will begin providing services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a LPA if the extension is mutually agreed by the LPA and the Contractor.

11. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the LPAs) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the LPAs. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The LPAs, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the LPA.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

12. PRICING

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

See Attached record of past experiences

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone

Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

SKC CONSTRUCTION, INC. Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	PAINT PAVEMENT MARKING (\$)
UNITED AIRLINES P.O. BOX 66140 CHICAGO, IL 60666 2024 ORD TERMINAL STRIPING CHARLES ROGERS 773-601-3742	2024	\$319	PAINT PAVEMENT MARKING									\$319
1999 BROADWAY, #4250 DENVER, CO 80202 UAL ORD GLSM LITE ATIF RIZVI 630-709-9603	2024	\$217	PAINT PAVEMENT MARKING									\$217
BNP ASSOCIATES, INC. 1999 BROADWAY, #4250 DENVER, CO 80202 DTW UAL STRIPING ATIF RIZVI 630-709-9603	2024	\$73	PAINT PAVEMENT MARKING									\$73
BNP ASSOCIATES, INC. 1999 BROADWAY, #4250 DENVER, CO 80202 MSY UAL C5--C11 ATIF RIZVI 630-709-9603	2024	\$93	PAINT PAVEMENT MARKING									\$93
BNP ASSOCIATES, INC. 1999 BROADWAY, #4250 DENVER, CO 80202 UAL ORD MISC. B. C. & E GATES ATIF RIZVI 630-709-9603	2024	\$71	PAINT PAVEMENT MARKING									\$71
UNITED STATES POSTAL SERVICE 9760 FRANKLIN AVE. FRANKLIN PARK, IL 60131 VARIOUS POST OFFICE LOTS BRENDAN FAHEY 847-455-2465	2024	\$45	PAINT PAVEMENT MARKING									\$45
Sub-Total		\$818										\$818
Sub-Total (pg 6)		\$3,093										\$3,093
Totals(s)		\$3,911										\$3,911

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	COVER & SEAL COATS (\$)
ORNELAS CONSTRUCTION CO. 12520 W. HORSESHOE DRIVE NEW LENOX, IL 60451 SPIRIT AIRWAYS G&L GATE SWAP MIKE MEYER 815-462-7600	2024	\$88	PAINT PAVEMENT MARKING									\$88
UNITED AIRLINES P.O. BOX 66140 CHICAGO, IL 60666 UAL T1 LOWER C GATE MODIFICATION ROBERT HEATHERINGTON 773-601-3301	2024	\$149	PAINT PAVEMENT MARKING									\$149
CITY OF NAPERVILLE 40 S. EAGLE STREET NAPERVILLE, IL 60540 2024 MICRO-SUF PVT. MAINTENANCE MezgerR@naperville.il.us	2024	\$56	COVER & SEAL COATS									\$56
UNITED STATES POSTAL SERVICE 9760 FRANKLIN AVE. FRANKLIN PARK, IL 60131 VARIOUS POST OFFICE LOTS BRENDAN FAHEY 847-455-2465	24	\$40	COVER & SEAL COATS									\$40
ELMHURST PUBLIC LIBRARY 125 S. PROSPECT AVE. ELMHURST, IL 60126 2024 SEALCOAT PROJECT kim.mcgregor@elmhurst.org	2024	\$11	COVER & SEAL COATS									\$11
GRAFTON TOWNSHIP 10109 VINE STREET HUNTLEY, IL 60142 2024 SEALCOAT PROJECT highwaycom@graftontownship.us	2024	\$15	COVER & SEAL COATS									\$15
Sub-Total		\$359										\$359

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
KANE COUNTY DIV. OF TRANS. 41W011 BURLINGTON ROAD ST. CHARLES, IL 60175 2024 HMA CRACK SEAL PROJECT DAVID BOESCH 630-444-3149	2024	\$220	CLEAN & SEAL CRACKS/JOINTS									\$220
IL DEPT OF TRANSPORTATION #62T66 2300 S. DIRKSEN PKWY. SPRINGFIELD, IL 62704 J.Montesinos@cotterconsulting.com	2024	\$128	CLEAN & SEAL CRACKS/JOINTS									\$128
IL DEPT OF TRANSPORTATION #62T26 2300 S. DIRKSEN PKWY. SPRINGFIELD, IL 62704 Jeremy.Martinson@illinois.gov	2024	\$94	CLEAN & SEAL CRACKS/JOINTS									\$94
CITY OF SYCAMORE 475 N. CROSS ST. SYCAMORE, IL 60178 2024 CRACKSEAL PROJECT MARK BUSHNELL 815-895-4557	2024	\$99	CLEAN & SEAL CRACKS/JOINTS									\$99
VILLAGE OF FRANKFORT 432 W. NEBRASKA STREET FRANKFORT, IL 60123 2024 ROADWAY MAINTENANCE PROJ. dsurges@austin-ivler.com	2024	\$103	CLEAN & SEAL CRACKS/JOINTS									\$103
IL DEPT OF TRANSPORTATION #68H26 201 W. Center Court SCHAUMBURG, IL 60196 Michael.Stoniker@illinois.gov	2024	\$302	CLEAN & SEAL CRACKS/JOINTS									\$302
Sub-Total		\$946										\$946

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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VILLAGE OF ALSIP 4500 W. 123RD STREET ALSIP, IL 60803 2024 CRACKFILL PROGRAM Geoff Aggen <gaggen@ireltd.com>	2024	\$85	CLEAN & SEAL CRACKS/JOINTS									\$85
CITY OF DARIEN 1702 PLAINFIELD ROAD DARIEN, IL 60561 2024 CRACK FILLING PROGRAM dfell@darienil.gov	2024	\$99	CLEAN & SEAL CRACKS/JOINTS									\$99
IL DEPT OF TRANSPORTATION #66N40 2300 S. DIRKSEN PKWY. SPRINGFIELD, IL 62704 Gregory.Craner@illinois.gov	2024	\$101	CLEAN & SEAL CRACKS/JOINTS									\$101
WINNEBAGO COUNTY HWY.DEPT. 424 N. SPRINGFIELD AVE. ROCKFORD, IL 61101 Winnebago County--Perryville Rd. vpate1@hwy.wincoil.gov	2024	\$275	CLEAN & SEAL CRACKS/JOINTS									\$275
VILLAGE OF ADDISON 1 FRIENDSHIP PLAZA ADDISON, IL 60101 2024 Cracksealing Bituminous Pvt. ahendrey@addison-il.org	2024	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
VILLAGE OF PLAINFIELD 14400 COIL PLUS DRIVE PLAINFIELD, IL 60544 2024 CRACKFILL PROGRAM aschatlike@goplainfield.com	2024	\$79	CLEAN & SEAL CRACKS/JOINTS									\$79
Sub-Total		\$689										\$689

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
VILLAGE OF LOMBARD 255 E. WILSON AVE. LOMBARD, IL 60148 2024 CRACK SEAL PROGRAM DixonT@villageoflombard.org	2024	\$99	CLEAN & SEAL CRACKS/JOINTS									\$99
VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVE. TINLEY PARK, IL 60477 2024 CRACK FILLING PROGRAM dmilanowicz@tinleypark.org	2024	\$111	CLEAN & SEAL CRACKS/JOINTS									\$111
VILLAGE OF OAK PARK 123 MADISON STREET OAK PARK, IL 60302 2024 PAVEMENT PRESERVATION cjmONTALBANO@nwdco.com	2024	\$63	CLEAN & SEAL CRACKS/JOINTS									\$63
VILLAGE OF GLEN ELLYN 535 DUANE STREET GLEN ELLYN, IL 60137 2024 CRACK SEAL PROJECT emckenna@glenellyn.org	2024	\$40	CLEAN & SEAL CRACKS/JOINTS									\$40
CITY OF WHEATON 303 W. WESLEY ST. WHEATON, IL 60187 2024 MPI CRACK SEALING PROGRAM Nathan.Plunkett@wheaton.il.us	2024	\$55	CLEAN & SEAL CRACKS/JOINTS									\$55
VILLAGE OF FLOSSMOOR 2800 FLOSSMOOR ROAD FLOSSMOOR, IL 60422 2024 CRACK FILL PROJECT jbrunke@flossmoor.org	2024	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
Sub-Total		\$418										\$418

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
DOWNERS GROVE TOWNSHIP 4340 PRINCE STREET DOWNERS GROVE, IL 60515 2024 CRACK FILLING PROGRAM kim.hernandez@dgtownship.com	2024	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
CITY OF ST. CHARLES 2 E. MAIN STREET ST. CHARLES, IL 60174 2024 CRACKFILL PROGRAM accounts.payable@stcharlesil.gov	2024	\$82	CLEAN & SEAL CRACKS/JOINTS									\$82
LAKE COUNTY DIV. OF TRANS. 600 W. WINCHESTER ROAD LIBERTYVILLE, IL 60048 2024 CRACK SEAL PROJECT jmunno@lakecountyil.gov	2024	\$149	CLEAN & SEAL CRACKS/JOINTS									\$149
VILLAGE OF PALATINE 200 E. WOOD STREET PALATINE, IL 60067 2024 CRACK SEALING PROJECT jmalik@palatine.il.us	2024	\$46	CLEAN & SEAL CRACKS/JOINTS									\$46
VILLAGE OF BURR RIDGE 7660 COUNTY LINE ROAD BURR RIDGE, IL 60527 2024 CRACKSEAL PROJECT JAMES.MIEDEMA@burr-ridge.gov	2024	\$59	CLEAN & SEAL CRACKS/JOINTS									\$59
VILLAGE OF STREAMWOOD 565 S. BARTLETT ROAD STREAMWOOD, IL 60107 2024 ROAD PROGRAM rachael@schroedersphalt.com	2024	\$69	CLEAN & SEAL CRACKS/JOINTS									\$69
Sub-Total		\$455										\$455

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

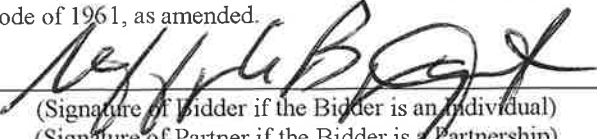
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

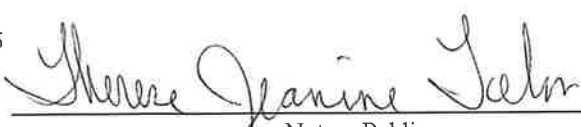


 (Signature of Bidder if the Bidder is an individual)
 (Signature of Partner if the Bidder is a Partnership)
 (Signature of Officer if the Bidder is a Corporation)

JEFFREY K. BERGQUIST
PRESIDENT

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025



 Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Jeffrey K Bergquist, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)

SKC CONSTRUCTION, INC.

of _____
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

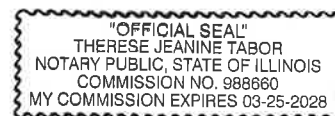
[Handwritten Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

**JEFFREY K. BERGQUIST
PRESIDENT**

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025

[Handwritten Signature]
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

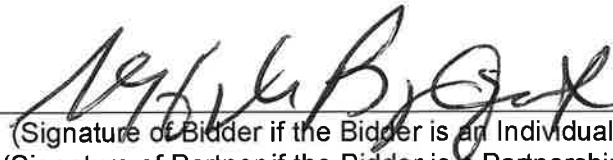
CONFLICT OF INTEREST

SKC CONSTRUCTION, INC.

hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.



**JEFFREY K. BERGQUIST
PRESIDENT**

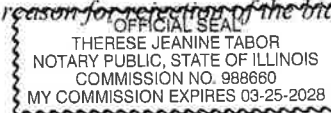
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025


Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid



TAX COMPLIANCE AFFIDAVIT

Jeffrey K. Bergquist, being first duly sworn, deposes and says that (s)he is
President of SKC CONSTRUCTION, INC.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

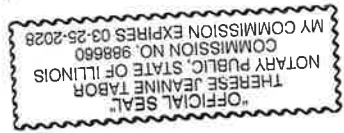
**JEFFREY K. BERGQUIST
PRESIDENT**

[Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025

[Signature]
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

Jeffrey H. Bergquist, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is President of SKC CONSTRUCTION, INC. (Partner, Officer, Owner, Etc.) (Contractor)

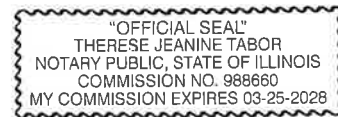
the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

[Handwritten Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025

[Handwritten Signature]
Notary Public



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2-7-25

Bid/Contract/PO #: 2025-01

Company Name: SKC CONSTRUCTION, INC.	Company Contact: Jeffrey K. Bergquist
Contact Phone: 847-214-9800	Contact Email: jbergquist@skcconstruction.net

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

JEFFREY K. BERGQUIST
PRESIDENT

Title

Date

2-7-25

Attach additional sheets if necessary. Sign each sheet and number each page. Page **1** of **1** (total number of pages)

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.

[Handwritten Signature]
 Signature

JEEEREY K. BERGQUIST
 Print Name **PRESIDENT**

- 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

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #2025-01
CRACK SEALING SERVICES**

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Local Public Agency name]* ("Owner") this _____ day of _____, 20__.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: _____
Title: _____

TECHNICAL SPECIFICATIONS (APPENDIX B)

January 2025

CRACK SEALING ASPHALT PAVEMENT

Description: This work shall be done in accordance with Section 451 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. Unless otherwise directed by the Engineer, crack routing shall be ½ in. wide by ½ in. deep.

Unless otherwise directed by the Engineer, the crack seal material placement configuration along joint between edge of pavement and curb shall be reservoir with flush fill. Other primary working cracks shall be reservoir with 2 in "band aid" effect.

Method of Measurement. Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contact unit price per **POUND** for **CRACK SEALING ASPHALT PAVEMENT**.

CRACK AND JOINT SEALING PCC PAVEMENT

Description: This work shall be done in accordance with Section 452 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

Work shall be to seal or reseal only those joints or cracks as marked by the Engineer. It is anticipated that all previously sealed joints and cracks are existing in an acceptable configuration so that no additional sawing or routing to widen the opening will be necessary unless needed to facilitate removal of existing sealer material. Only when it is determined that joints or random cracks are not wide enough, minimum 3/8", or deep enough to accept sealer material will it be necessary to route or saw the joint per the specifications.

Prior to resealing, existing old sealants, etc. shall be removed by hand or mechanical methods as approved by the Engineer. Removal methods shall not cause undo damage or spalling along the existing joint or crack. Sufficient old sealant shall be removed so that no loose material remains and new sealant is assured of adhering to the joint or crack wall. All placement of new sealant shall be in a flush or slightly recessed configuration in the joint or crack reservoir.

Method of Measurement. Joint or Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **CRACK AND JOINT SEALING PCC PAVEMENT**. Where necessary, work to furnish and install backer rod per the specifications shall be considered **INCIDENTAL**.

FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Description: This work shall consist of all work necessary for furnishing and placing fiber modified asphalt in accordance with the following.

Materials: Materials shall conform to the following:

Bituminous Material (Crack Filler). The bituminous material for crack filler shall be a fiber-modified asphalt binder meeting one of the following.

- a. Jobsite-Mixed Filler. Fiber-modified asphalt crack filler mixed at the jobsite shall contain the following materials and be proportioned according to the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22.
2. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, psi (MPa)	40,000 (275)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

3. Percent Fibers. The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fibers.
 4. Heating Temperature. The fiber-asphalt filler shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C). The temperature shall never exceed 290 °F (143 °C).
- b. Pre-Mixed Filler. Fiber-modified asphalt crack filler that is pre-mixed and packaged shall consist of fibers, asphalt binder, and other modifiers. The filler and its components shall be accepted on certification from the manufacturer that it meets the following requirements.
1. Asphalt Binder. The asphalt binder shall be PG 64-22.
 2. Fibers. Fibers shall be short cut polyester fibers meeting the properties listed below.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

3. Percent Fibers. The fiber-asphalt mixture shall contain 5.0 ± 0.5% by weight of fibers.

The crack filler, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 mm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

Equipment: Equipment shall be according to the following:

Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2-in. (50-mm) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle shall be capable of operating at temperatures between 248 and 293 °F (120 and 145 °C).

Construction Requirements: The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to

prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location.

The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

The ambient temperature during filling shall be above 40 °F (4 °C) and below 85 °F (29 °C). The filler must cure before being opened to traffic. In order to more quickly open the road to traffic, the Contractor may use fine sand, mineral filler, or Portland cement to dust the filler at no additional cost to the LPA.

Method of Measurement: Crack filling will be measured for payment in pounds of fiber-asphalt used.

Basis of Payment: This work will be paid for at the contract unit price per **POUND** for **FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**. Cleaning of cracks will not be paid for separately.

SEAL COAT

This work shall be in accordance with applicable portions of Sections 403 and 1004 of the Standard Specifications and the following provisions.

Preparation of Pavement:

All areas to be sealed shall be thoroughly cleaned. All hardened accumulations of grease, gum, clay or other foreign matter shall be loosened by scraping and wire brushing. The surface is to be blown clean to remove loosened debris, sand, loose aggregates, dust and any other foreign matter. Spot flushing may be necessary to remove other substances. Oil and grease shall be scraped and/or burned off. Any existing thermoplastic markings shall be removed prior to seal coat application. Oil deeply impregnated in the surface shall be sealed with shellac, "Petro-Seal" primer or other suitable sealer(s) prior to applying sealcoat.

Once the pavement area has been properly prepared, including traffic control, cleaning, patching, crack filling etc. the Contractor shall begin seal coating operations.

Materials:

Two (2) coats of Polymer Modified MasterSeal mineral reinforced asphalt emulsion from Sealmaster Corporation or approved equal by the engineer shall be used. The sealer material furnished under this specification shall be certified by the manufacturer to meet composition and performance requirement, one coat squeegee, and one coat spray.

Sand shall be clean, dry silica free from foreign matter. It shall have an AFS rating of 50 to 90 with no more than 2% retained on a No. 30 U.S. sieve or coarser, no more than 14% passing a No. 140 U.S. sieve, and no more than 3% passing a No. 200 U.S. sieve. Examples: Wedron #730, Ottawa #F-80, Manley #85, or equivalent. The rate of sand per unit of sealer material shall be in accordance with the manufacturer's specifications.

Polymer Modified MasterSeal mineral reinforced asphalt emulsion or approved equal shall be applied according to the manufacturer's specifications. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

Basis of Payment: This work shall be measured and paid for at the contact unit price per **SQUARE YARD** for **SEAL COAT BIKE PATH** or **SEAL COAT PARKING LOT**, which price shall be payment in full for all work specified herein.

PARKING LOT PAINT PAVEMENT MARKING

Description: This work shall be done in accordance with Section 780 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. The parking lot paint pavement markings are to be completed after the parking lots have been seal coated. The pavement markings shall be completed as soon as possible after completing the seal coating, per manufacturer's specifications, to keep parking lot closure and disruptions to a minimum, unless directed otherwise by the Engineer.

Basis of Payment: This work shall be paid for at the contact unit price per **FOOT** for **PARKING LOT PAINT PAVEMENT MARKING – LINE 4"** or per **SQUARE FOOT** for **PARKING LOT PAINT PAVEMENT MARKING - LETTERS & SYMBOLS.**

TRAFFIC CONTROL AND PROTECTION – DUPAGE COUNTY -Please note this Special Provision shall be specific to and shall only apply to DuPage County.

In addition to Section 8 of the Technical Terms and Conditions, "Lane/Roadways Closure", Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details, notes, and Highway Standards contained in the plans, and the Special Provisions contained herein. This special provision shall only apply for work performed on DuPage County Highways.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the DuPage County Division of Transportation at least 72 hours in advance of beginning work.

STANDARDS:

- 000001 Standard Symbols, Abbreviations, and Patterns
- 701301 Lane Closure, 2L, 2W, Short Time Operations
- 701306 Lane Closure, 2L, 2W, Slow Moving Operation, Day Only, for speeds ≥ 45 MPH
- 701311 Lane Closure. 2L, 2W, Moving Operations, Day Only
- 701426 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≥ 45 MPH
- 701427 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≤ 40 MPH
- 701901 Traffic Control Devices

Method of Measurement. Traffic control will not be measured by location or per Standard.

Basis of Payment. The cost of Traffic Control and Protection will be paid for at the **CONTRACT LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION-DUPAGE COUNTY** which price shall include all equipment, labor and materials necessary to complete the work as specified.

HOT-APPLIED MASTIC PAVEMENT REPAIR

Description: This work shall consist of the pavement preparation and application of pre-packaged, pourable, aggregate-filled, polymer-modified hot-applied mastic, including cleaning, filling, and leveling. This product shall be in compliance with ASTM D8260 Type I.

All surfaces shall be cleaned and free of dust, dirt, oil, grease, and loose material prior to application of the mastic material. Surfaces are to be cleaned with clean, dry, oil-free compressed air at ninety pounds per square inch (90 psi) minimum. The surface of the prepared pavement repair area shall be completely dry at the time of mastic application.

<u>Property</u>	<u>Requirement</u>
POLYMER MODIFIED BINDER	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point, (ASTM D36)	200°F (93°C) min
Flexibility, 1" (25.4 mm), 180°, 10 sec) (ASTM D3111 modified)	Pass at 32°F (0°C)
AGGREGATE	
Abrasion Resistance (ASTM C131)	35% max
BLENDED PRODUCT	
Flexibility, 32°F (0°C) (ASTM D5329)	Pass
Adhesion, 77°F) (25°C) (ASTM D5329)	25 PSI (172 KPA) min
Specific Gravity	1.7-2.0
Minimum Application Temperature	375°F (190°C) *
Maximum Application Temperature	400°F (204°C)
*Refer to installation instructions if working on sloped pavements or repairing larger defects	
<u>Test</u>	<u>ASTM D8620 Type I Specification Limits</u>
Mastic Resilience (ASTM D8260)	50% minimum
Effects of Rapid Deformation (ASTM D2794) (-7°C)	3 passing specimens no chipping, cracking, or separation 8 N-m
Crack Bridging (ASTM C1305 modified) (-7°C)	Pass 3 cycles
Mastic Stability (ASTM D8260) (70°C)	40.0 mm maximum

Mastic material shall be applied when pavement temperature is above forty degrees Fahrenheit (40° F). A heat lance is to be used to heat the surface such that no direct flame is applied to the pavement, as recommended by the manufacturer, without overheating the surface. Mastic material shall be installed within ten (10) minutes of warming the pavement repair area.

Mastic material shall be heated to the appropriate installation temperature using a full sweep horizontal agitator that is able to maintain a uniformly mixed product. Material shall be heated in a thermostatically controlled, hot oil jacketed heating system with an effective means of dispensing product. A heated hand squeegee shall be used to level and smooth the mastic until the material has formed a durable, well-bonded, level repair. Mastic shall be applied to the joint or crack from the bottom-up in lifts appropriate to the specific application. Multiple lifts may be required to level deeper repair areas. Fill the final lift after prior lifts have sufficiently cooled.

Contractor shall be trained and approved by the mastic manufacturer. Work area shall be under traffic control until material has cooled and solidified.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **HOT-APPLIED MASTIC PAVEMENT REPAIR**, which price shall be payment in full for the work as specified herein.

APPENDIX C - Quantity Breakdown per Municipality

Item No.		Appendix C - Total Estimated Quantities for 2025		ESTIMATED QUANTITIES PER MUNICIPALITY											
		Items	Unit	Total Quantity	Burr Ridge 2025	Darien 2025	Downers Grove 2025	DuPage County 2025	Elmhurst 2025	Hanover Park 2025	Lombard 2025	Villa Park 2025	Wheaton 2025	Wood Dale 2025	Woodridge 2025
A	CRACK SEALING ASPHALT PAVEMENT		POUND	83,000		23,000									
B	CRACK AND JOINT SEALING PCC PAVEMENT		POUND	2,500											
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT		POUND	323,500	55,000	30,000	19,000		27,500	62,000	40,000	10,000	10,000		
D	SEAL COAT BIKE PATH		SQ YD	15,100											
E	SEAL COAT PARKING LOT		SQ YD	77,500		17,500		27,000							
F	PAINT PAVEMENT MARKING - LINE 4"		FOOT	37,200		9,200		14,000							
G	PAINT PAVEMENT MARKING - LINE 24"		FOOT	60		60									
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS		SQ FT	960		60		400							
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY		LSUM	1			1								
J	HOT-APPLIED MASTIC PAVEMENT REPAIR		POUND	12,000		12,000									