# THE VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

# **RESOLUTION NO. 2020-R-069**

# A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IROQUOIS PAVING CORPORATION FOR THE 2020 MUNICIPAL PARKING LOT PROJECT

# JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG WILLIAM P. BRADY WILLIAM A. BRENNAN DIANE M. GALANTE MICHAEL W. GLOTZ MICHAEL G. MUELLER Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

#### **RESOLUTION NO. 2020-R-069**

## A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IROQUOIS PAVING CORPORATION FOR THE 2020 MUNICIPAL PARKING LOT PROJECT

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Iroquois Paving Corporation, a true and correct copy of such Agreement being attached hereto and made a part hereof as <u>EXHIBIT 1</u>; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement. **Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 21<sup>st</sup> day of July, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brenna, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED this 21<sup>st</sup> day of July, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

in

# **EXHIBIT 1**

STATE OF ILLINOIS)COUNTY OF COOK)COUNTY OF WILL)

# CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-069, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IROQUOIS PAVING CORPORATION FOR THE 2020 MUNICIPAL PARKING LOT PROJECT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 21, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21<sup>st</sup> day of July, 2020.

۲ A. THIRION, VILLAGE CLERK



# **Formal Contract Proposal for**

# **2020 Municipal Parking Lot Improvements**

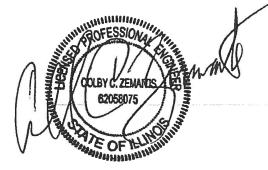
Bid Opening Date:	Wednesday, July 8, 2020 at 10:30am
Bid Opening Location:	
Bid Deposit:	
Performance Bond:	100% of the Amount of Bid

# Submit Bids to:

Village Clerk Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477 (708) 444-5000

Addendum # 1 Received - 7/6/2020

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Proposal Submitted By:



The Village of Tinley Park, Illinois Formal Contract Proposal for 2020 Municipal Parking Lots Addendum # 1

# July 6, 2020

#### \* RECEIPT OF ADDENDUM #1 SHALL BE STATED ON COVER OF BID SUBMITTAL PACKET \*

The Village of Tinley Park would like to inform the prospective Bidders that the following items have been changed as identified below:

#### **Specifications**

#### **SPECIAL PROVISIONS:**

#### Add the following Special Provisions:

- 1. <u>Pay Item #2 Aggregate Base Course. Type B. 12" -- Special:</u> Change section 350 to section 351.
- 2. Pay Item #4 HMA Surface Course, Mix D. N50 and Pay Item #5 - HMA Binder Course, IL 19.0, N50, 2.25": These two (2) pay items will be utilized to construct eight (8) new 90 degree parking stalls at the Public Works facility. The surface course will be an IDOT mix.

#### 3. Pay Item # 9 - Remove Existing Foundations:

This pay item pertains to the three (3) poles and foundation in the OPA Metra Parking Lot. They are 2' in diameter and 6' long (4' in the ground and 2' above ground). Two (2) of these items were removed at a project last year. That is where this information was obtained.

All posts with foundations are located within the paving limits. One (1) is in the pavement, the other two (2) are in the landscaped medians. The foundation in the pavement shall be back filled with compacted CA-6 with a six (6") cap of HMA Binder Course while the foundations located in the landscaped medians backfilled with clay/black dirt with a six (6") cap of pulverized black dirt. These backfill items shall be included in the unit price for each of these items.

#### 4. Pay Item # 11 - PCC Patching. 6":

This will be modified from PCC Patching, 6" to HMA Patching, 6". A revised Schedule of Prices sheet is attached and it shall be used for the bid.

This patching pay item shall utilize six (6") of HMA Binder Course to the pavement elevation where the two (2") inch HMA Surface overlay is to occur. The Village prefers to see the patching occur after the pavement milling occurs. If this isn't the Contractor's plan, then they will need to patch to the existing pavement elevation and mill over the patch while still providing a six (6") inch thick patch below the milled surface.

# 5. <u>Pay Item # 14 - Structures to be Adjusted:</u>

No structure adjustments will be located in the curb line. They are to be for storm structures in the HMA pavements.

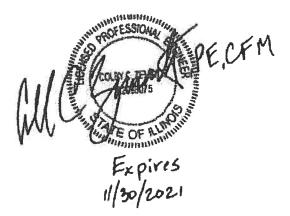
6. <u>Alternate Pay Item #1 - Tree Removal, 3" Diameter and</u> <u>Alternate Pay Item #2 - Tree Removal, 15" Diameter:</u> The only tree removals for this project will be located in the current green space where the new parking stalls are to be constructed at the Public Works Facility. These items are not included in the scope of the Earth Excavation Pay Item #1.

### 7. <u>Alternate Pay Item #3 - Sod Supply and Placement:</u>

This bid item is an alternative option for the Parkway Restoration, Special. This work is to be located at the Public Works facility.

#### **GENERAL NOTES:**

- 1. The transition of the milling machine from Hickory Street to the Oak Park Avenue / North Street Metra lot will need to be discussed at the pre-construction meeting as North Street has just been upgraded to a brick roadway. The Village would much prefer to see the machine walked down South Street and over the tracks east of Oak Park Avenue.
- 2. The low bidder is responsible to prepare and submit a project staging/phasing plan to the Village Engineer for review and approval at the pre-construction meeting. This plan will need to accommodate any and all Village activities, partial parking requirements, parades, farmers market, etc. that may be scheduled and occur in these locations.
- **3.** At the Fire Training facility, the new parking stalls to be painted out in the NE corner will have the pavement milled and overlaid before the stalls are painted out.



Sincerely,

- PEIFM

Colby C. Zemaitis, PE, CFM Village Engineer

Attachments – Schedule of Prices Updated July 6, 2020



# **Schedule of Prices**

#### Project: 2020 Municipal Parking Lot Improvements

Changes per Addendum #1 - Issued July 6, 2020

tem No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Earth Excavation, Special	Cu Yd	95	\$	\$
2	Aggregate Base Course, Type B, 12" - Special	Sq Yd	190	\$	\$
3	HMA Surface Removal, 2"	Sq Yd	16,978	\$	\$
4	HMA Surface Course, Mix D, N50	Ton	2,054	\$	\$
5	HMA Binder Course, IL 19.0, N50, 2.25"	Ton	19	\$	\$
6	Bituminous Materials (Tack Coat)	Lb	7,716	\$	\$
7	Sidewalk Removal- Special	Sq Ft	2,851	\$	\$
8	PCC Sidewalk - Special	Sq Ft	3,226	\$	\$
9	Remove Existing Foundations	Each	3	\$	\$
10	Detectible Warning Plate - Special	Sq Ft	130	\$	\$
11	HMA Patching, 6"	Sq Yd	100	\$	\$
12	Curb and Gutter Removal - Special	Lin Ft	759	\$	\$
13	Combination Concrete Curb and Gutter, B-6.12 - Special	Lin Ft	879	\$	\$
14	Structures to be Adjusted	Each	8	\$	\$
15	Parkway Restoration, Special	Sq Yd	246	\$	\$
16	Paint Pavement Marking - Line 4"	Lin Ft	11,081	\$	\$
17	Paint Pavement Marking - Line 6"	Lin Ft	1,191	\$	\$
18	Paint Pavement Marking - Line 12"	Lin Ft	1,137	\$	\$
19	Paint Pavement Marking - Line 24"	Lin Ft	145	\$	\$
20	Paint Pavement Marking - Letters & Symbols	Lin Ft	125	\$	\$
				Bid Total:	\$

	Alternate Bid Item	<u>Unit</u>	Quantity	<u>Unit price</u>	<b>Total Price</b>
1	Tree Removal, 3" Diameter	Each	2 \$	;	\$
2	Tree Removal, 15" Diameter	Each	1\$	;	\$
3	Sod Supply and Placement	Sq Yd	246 \$	5	\$

The following Addendums have been acknowledged:

\* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village Engineer.

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# **CONTRACT DOCUMENTS**

PROJECT: 2020 Municipal Parking Lot Improvements

DEPARTMENT: <u>Public Work Department</u> VILLAGE OF TINLEY PARK, ILLINOIS

David J. Niemeyer

VILLAGE MANAGER

Colby Zemaitis, PE, CFM - Village Engineer

CONTRACT ADMINISTRATOR

# VILLAGE OF TINLEY PARK

#### **16250 SOUTH OAK PARK AVENUE**

# TINLEY PARK, ILLINOIS 60477

# **CONTRACT DOCUMENTS FOR:**

# 2020 Municipal Parking Lot Improvements

User Department:	<u>Village of Tinley Park Public Works Department</u>
Date and Time of Bid Opening:	<u> 10:30 A.M. on Wednesday, July 8, 2020</u>
Bid Security:	10%
Performance Security:	
Prequalification Necessary:	

Jacob C. Vandenberg Mayor

David J. Niemeyer Village Manager

Colby Zemaitis, Village Engineer Contract Administrator

## **INSTRUCTION TO BIDDERS**

#### **PROJECT:**

### **2020 Municipal Parking Lot Improvements**

NOTE: BY SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS FAMILIARIZED HIMSELF WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AS WELL AS THE VILLAGE OF TINLEY PARK PURCHASING ORDINANCE.

#### **DEFINITIONS:**

The following definitions shall apply wherever they appear in the contract documents.

VILLAGE:	VILLAGE OF TINLEY PARK
OWNER:	THE VILLAGE OF TINLEY PARK
BID:	THE OFFER OF THE BIDDER
BIDDER:	ANY INDIVIDUAL, CORPORATION, OR PARTNERSHIP WHO SUBMITS A BID

CONTRACT DOCUMENTS – Invitation to Bid Instructions, General Conditions, Special Provisions, Specifications, Drawings, Addendums, Proposals (in so far as it is not inconsistent with other contract documents) and Contract Form.

Other definitions shall be defined in Village of Tinley Park Ordinance 116.58 or in other Contract Documents.

#### 1. <u>BIDS – GENERAL</u>

Bids shall be made in accordance with the instructions. Failure to execute proposals as required may, in the discretion of the Village, be cause for rejection of the bid.

# 2. <u>FORMS</u>

Bids shall be submitted on the forms provided by the Village of Tinley Park. Each bid must be submitted bound with all other contract documents.

# 3. BLANKS: CORRECTIONS

All blank spaces on any contract document shall be filled in with typewritten figures or ink. Any erasures or corrections shall be dated and initialed by the bidder.

## 4. <u>SUBMISSION</u>

Bids shall be submitted in opaque sealed envelopes to the Village of Tinley Park, 16250 South Oak Avenue, Tinley Park, Illinois 60477, prior to the time and date set forth for bid opening in the Notice to Bidders. Each bid shall be addressed to Village Clerk and shall bear on the face of the envelope the name of the bidder and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the invitation to bid.

# 5. <u>EXECUTION</u>

Proposals shall be signed by the bidder. If the bidder is a corporation, the proposal shall bear the name of the corporation, signed by an officer authorized to bind the corporation, and sealed with the corporate seal.

#### 6. <u>WITHDRAWAL</u>

Bids may be withdrawn previous to the time of the bid opening by written request. However, no bid shall be withdrawn within the one-hundred twenty (120) day period after the time set for the bid opening. Bidders withdrawing their bids prior to the time and date set for bid opening may still submit another bid if done in accordance with these instructions.

# 7. WORDS AND FIGURES

Where amounts are given in both words and figures, the words will govern.

#### 8. <u>UNIT PRICE</u>

When unit prices are called for, bids shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price will govern.

# 9. <u>TAXES</u>

All bids shall include all applicable taxes. The State of Illinois Sales Tax and Federal Excise Taxes are not applicable to sales made in the Village.

#### 10. <u>NET PRICE</u>

Bid prices shall be net, including therein transporation and handling charges F.O.B. Village of Tinley Park, and shall further include all charges of whatsoever sort for labor and materials contained in the work or materials designated in the specifications and proposals.

# 11. BID SECURITY

Each bidder shall provide bid security in the amount of at least **Ten Percent (10%)** of its base bid. Bid security shall be in the form of a certified check, cashier's check or bid bond issued by a surety licensed to do business in the State of Illinois. Bid security shall be made payable to the order of the Village of Tinley Park. Bid security shall be held to ensure good faith on the part of the bidder and to be applied as liquidated damages should the successful bidder fail to execute all required contract documents or attempt to withdraw the bid prior to execution of the contract.

Personal checks and Company checks are not acceptable bid security and may result in the rejection of the bid as non-conforming.

# **12. BID SECURITY RETURN**

All bid security, other than submitted by the successful bidder, will be returned to the respective bidders upon the successful execution of the contract.

# **13. INTERPRETATIONS**

Interpretations of the meaning of any item in the Contract Documents shall be valid only if issued in writing by the Owner or the Owner's representative designated in the Contract Documents.

## 14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

Bidders shall examine all contract documents including General Conditions and Specifications, inspect and acquaint himself fully with site conditions (surface and subsurface), working conditions and restraints, if applicable, prior to the submission of his bid.

# 15. <u>ALTERNATE EQUIPMENT OR MATERIALS</u>

- a. Bids shall be evaluated and considered on equipment and/or materials complying substantially with the contract specifications. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or material listed in the contract specifications, that bidder shall list such deviations and/or substitutions, including technical data when applicable, in a letter attached to the bid or on a form that may be provided by the Village with the bid documents.
- b. Brand names, which may be mentioned in the contract specifications, are used only as a reference to the type and quality of equipment and/or materials desired. However, any deviation from or substitution in a brand name stated in the contract specifications shall be listed as required under paragraph (a) of this section.

- c. The Village reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonably meet the service requirements of the using department.
- d. A bidder's failure to list any deviations from or substitutions in the contract specifications as required under paragraph (a) of this section may result in the rejection of the bid.

### 16. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS

Each bidder bidding on contracts to furnish equipment or materials shall furnish with his proposal two (2) copies of descriptive literature on the supplies or equipment being bid and manufacturer's specifications shall be in sufficient detail to permit proper evaluation of the bid.

#### 17. <u>RESPONSIBILITY OF BIDDERS</u>

No contract will be awarded to any person, firm, or corporation that is in arrears to the Village of Tinley Park, Illinois upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the Village of Tinley Park, or who is a defaulter as to surety or otherwise upon any obligation to the Village of Tinley Park, Illinois.

#### 18. <u>VILLAGE'S RIGHT TO ACCEPT OR REJECT</u>

The Village of Tinley Park reserves the right to accept any bid which may be deemed to be in the best interest of the Village of Tinley Park. The Village of Tinley Park further reserves the right to reject any or all bids.

#### **19.** AWARDING OF CONTRACT

The Contract shall be awarded to the lowest responsible bidder based on criteria as set forth in the Village of Tinley Park Purchasing Ordinance.

#### 20. <u>ALTERNATE AND MULTIPLE BIDS</u>

Unless otherwise indicated in these bid documents, the Contractor may not submit alternate or multiple bids as part of this bid package. The submission of more than one bid within a single bid package may be cause for rejection of any or all of the bids of that contractor.

### 21. <u>AFFIDAVITS</u>

The Affidavits included in these Contract Documents must be executed and submitted with the bid.

# <u>Section 1</u>

#### VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS <u>NOTICE TO BIDDERS</u>

The Village of Tinley Park, Illinois, will receive sealed bids for the following improvements at the Clerk's Office, 16250 South Oak Park Avenue, Tinley Park, IL 60477, until **10:30 A.M. on Wednesday, July 8, 2020.** 

#### **2020 MUNICIPAL PARKING LOT IMPROVEMENTS**

Project consists of the earth exaction, placement and compaction of aggregate base course, removal and replacement of existing HMA pavement, curb and gutter removal and replacement, sidewalk removal and replacement, drainage structure adjustments and pavement marking and all incidental work necessary to complete the improvements at the Hickory Street Parking serving the Oak Park Avenue Metra, Oak Park Avenue Metra Train Lot – North of the Tracks, North Parking Lot at Village Hall, Fire Training Tower, West portion and Handicapped Parking areas at the 80<sup>th</sup> Avenue Metra Train Lot and the Public Works Employee Parking Lot. Location maps are included in the bid packet. Coordination with the Village Public Works will be required daily for all parking lot closures and proper signage in place for the public prior to Work at each location. The Work shall be substantially completed by September 25, 2020.

Bids will be publicly read aloud at <u>10:30 A.M. on Wednesday, July 8, 2020</u>. No bid shall be withdrawn after the opening of the bids without the consent of the Mayor and Board of Trustees for a period of one-hundred twenty days after the scheduled time of closing bids.

All bids shall be in a sealed envelope, addressed to the Village of Tinley Park, attention Clerk's Office. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope.

The Bidding Documents can be downloaded from QuestCDN via the Village of Tinley Park website <u>https://www.tinleypark.org/government/departments/clerk s office/open bids and contracts.ph</u> p or at <u>www.questcdn.com</u> under Login using **QuestCDN #7181282** for a non-refundable charge of \$15.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or <u>info@questcdn.com</u> for assistance in membership registration and downloading this digital project information. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

A **bid bond, certified check/bank draft** on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

The right is reserved to reject any or all bids, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Mayor and Board of Trustees their best interests will be promoted thereby.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works

projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <a href="http://www.state.il.us/agency/idol/rates/rates.HTM">http://www.state.il.us/agency/idol/rates/rates.HTM</a>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The contractor shall also comply with all applicable Federal, State, and local regulations.

The Village of Tinley Park, Local Vendor Purchasing Policy provides local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. As such when considering contracts, the Village of Tinley Park reserves the right to forego the lowest and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0-\$250,000	5%
\$250,000-\$500,000	4%
\$500,000-\$750,000	3%
\$750,000-\$1,000,000	2%
\$1,000,000-\$2,000,000	1%

Responsible bidders are determined pursuant to the criteria set forth pursuant to the criteria set forth in the Village's Responsible Bidder Ordinance No. 2009-0-002.

Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder. To qualify for this work, the CONTRACTOR shall have at least 10 years of experience in CIPP installation and shall have successfully installed at least 100,000 linear feet of the product. Acceptable documentation of these minimum requirements shall be submitted upon request. Bids from CONTRACTORS who do not meet these requirements may not be accepted.

A performance bond in a sum equal to one hundred percent (100% of the amount of the bid), with sureties to be approved by the Mayor and Board of Trustees for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

Mayor and Board of Trustees Village of Tinley Park

# **GENERAL REQUIREMENTS AND COVENANTS:**

# <u>ADDENDA</u>

Written or graphic instruments used prior to the execution of the Agreement, which modify or interpret the Contract Documents, Drawings, and Specifications by additions, deletions, clarifications or corrections.

# BASE COURSE

The layer or layers of specified or selected material of designed thickness placed on a sub-base or a subgrade to support the surface course.

# **BITUMINOUS PAVEMENT**

A pavement structure which maintains intimate contact and distributes loads to the subgrade and depends upon aggregate interlock particle friction and cohesion for stability, and a pavement structure which includes a bituminous concrete surface course over a bituminous concrete base course or a Portland cement concrete base course.

# **BIDDER**

Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

# **CONTRACT**

The written agreement between the Owner and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work (the furnishing of labor and materials, and the basis of payment).

The Contract includes such of the following document parts as may be utilized. These document parts so utilized will be as fully part of the Contract as if therein set out verbatim, or, if not attached, as if attached thereto. The controlling order of priority for these documents on the project is as follows (e.g., A is controlling over B-N, etc.):

- A. Supplemental Agreements (Change Order)
- B. Addenda
- C. Special Conditions of Contract
- D. General Conditions of Contract

- E. Special Provisions to the Specifications
- F. Detailed Specifications
- G. Complete Project Plans or Drawings
- H. General Specifications
- I. Contract
- J. Contractor's Contract Bond
- K. Contractor's Proposal
- L. Notice to Proceed
- M. Notice of Award
- N. Notice to Bidders

# **CONTRACTOR**

The Bidder awarded the Contract for the Work.

### **CONTRACT BOND**

The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the Work in accordance with the terms of the Contract.

# **CORPORATION**

With respect to the execution and performance of the contract, a corporate body authorized or licensed to do business in the State of Illinois for projects in Illinois and in the State of Indiana for projects in Indiana.

#### <u>CULVERT</u>

A drainage structure extending across and beneath a traveled way and having a tubular or box-type cross-section open on both ends.

#### **ENGINEER**

Village Engineer, including such assistants as are authorized to represent him, who represents the Owner during the construction phase activities of the Work.

#### FORCE MAIN

A pipe constructed or used to carry sewage under pressure.

#### **ENGINEERING OBSERVER**

The authorized representative of the Engineer assigned to observe the progress of the Work to determine only if the Work is proceeding in accordance with the technical plans and specifications.

#### **LABORATORY**

An established testing laboratory approved by the Engineer.

#### MANHOLE

A vertical enclosed structure providing access to a pipe line or other structure.

#### **NOTICE TO BIDDERS**

The official notice, included in the proposal form, inviting Bids for the proposed improvement, including a brief description of the Work.

#### <u>OWNER</u>

The Village initiating the project, acting through its legally constituted officials, officers or employees. The Department as referenced in the State Specifications.

#### **PAVEMENT STRUCTURE**

The combination of sub-base, base course and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

#### **PLANS**

All official drawings or reproductions of drawings pertaining to the Work provided for in the contract.

## PROPOSAL GUARANTY

The security designated in the proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the Owner for the acceptable performance of the Work and will furnish the required Contract Bond, if the Work is awarded to him.

#### RAILROAD

The Railroad or Railway Company whose property is involved in the Work.

#### **RIGHT-OF-WAY AND EASEMENTS**

The areas owned, or acquired by permanent easement; also, the areas acquired by temporary easement during the time the easement is in effect.

#### SEWER, COMBINED

Any sewer constructed or used for the purpose of carrying both storm water and waterborne wastes to a treatment facility.

#### SEWER, SANTIARY

Any sewer constructed or used for the purpose of carrying waterborne wastes to a treatment facility.

#### SEWER, SERVICE

A branch sanitary sewer line constructed from the main sanitary sewer line to a point described in the Special Provisions or Plans or to a point established by the Engineer.

#### SPECIAL PROVISIONS

Specific directions, provisions, requirements and revisions of the Specifications particular to the Work under consideration which are not satisfactorily provided for in the Specifications. The Special Provisions set forth the final contractual intent as to the matter involved. The Special Provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

#### **SPECIFICATIONS**

The body of directions, provisions and requirements contained herein, or in any supplement to this document referred to in the Special Provisions, together with written agreements and all documents

of any description made or to be made pertaining to the method or manner of performing the Work, the quantities or the quality of materials to be furnished under the contract.

#### STATE SPECIFICATIONS

Standard Specifications for Road and Bridge Construction, latest edition at the time of Bid.

#### **SUBCONTRACTOR**

The individual, firm, partnership or corporation to whom the Contractor, with the written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the Work covered by the contract.

#### SUB-BASE

The layer or layers of specified or selected material of designed thickness placed on a sub-grade to support a base course.

#### SUB-GRADE

The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

#### SUPPLEMENTAL AGREEMENT

The written agreement executed by the Owner and the Contractor, with the assent of the Contractor's surety, covering modifications or alterations of the terms of the original Contract.

#### **SUPPLIER**

Any person or organization who supplies materials or equipment for the Work including that fabricated to a special design.

#### **SURETY**

The corporate body, individual or individuals which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the Work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

#### SURFACE COURSE

One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "wearing course".

#### WATER MAIN

A pipe constructed or used to carry potable water under pressure.

# WATER SERVICE LINE

That line connected to the water main, which delivers potable water to the user's facilities.

#### THE WORK

The improvement advertised for Bids, described in the Proposal form, indicated on the Plans and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof.

# **INTERPRETATION OF ESTIMATE OF QUANTITIES**

An estimate of quantities of Work to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the award of the Contract. The Engineer does not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the Work.

Payment will be based on the actual quantities of Work performed in accordance with Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items as provided in Section 4-3.

# EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The Bidder shall, before submitting his Bid, carefully examine the Proposal, Plans, Specifications, Special Provisions, and form of Contract and Bond. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The Owner or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Plans or Special Provisions include information pertaining to sub-surface exploration, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The Owner or Engineer assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated developments may not occur.

When the Plans or Special Provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The Owner or Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information, shown on the Plans relative to the location of underground utility facilities. It shall be the Contractor's responsibility to obtain from the respective utility companies detailed information relative to the location of their facilities and the Work Schedules of the utility companies for removing or adjusting them.

# PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the Village. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the proposal form, except that when alternate Bids are asked, a Bid on more than one alternate for each item is not required, unless the Special Provisions are provide otherwise. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal. He shall show the products of respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal shall be the place indicated in the Proposal shall be the Bidder, which shall be written with ink.

If an individual makes the proposal, his name and post office address shall be shown. If made by a firm, joint venture, or partnership, the name and post office address of each member of the firm, joint venture, or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, certified to by the secretary.

# **CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities and needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner and Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

# STATUS OF RIGHT-OF-WAY, EASEMENT AND CONSTRUCTION EASEMENT ACQUISITION

Each Bidder is instructed to fully acquaint himself with the status of the right-of-way, easement and construction easement acquisition at the time of submission of his Proposal and the possibility of the acquisition of the parcels remaining to be acquired, if any, in time so as not to interfere with the progress of his Work under this Contract. The Owner shall not be liable to any damage that may occur to him for any and all delay through delay of the Owner in securing the necessary right-of-way, easement and/or construction easement.

The Village agrees that it will make every effort to acquire any right-of-way, easement and construction easement with all speed and diligence possible.

# **CONSIDERATION OF PROPOSALS**

The Proposals received will be compared based on the summation of the products of the Items of Work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the Owner will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from a study of the data required under the previous article and from other investigations, which the Owner may elect to make.

# **REQUIREMENT OF CONTRACT BOND**

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Village a surety bond for the full amount of the Contract. The form of bond shall be that furnished by the Village, and the surety shall be acceptable to the Village.

# FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and an acceptable Contract Bond and acceptable Insurance certifies as provided herein, within fifteen (15) days from the date of receipt of Contract documents from the Village will be considered as just cause for the annulment of the Award and the forfeiture of the Proposal Guaranty to the Owner, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

# **INTENT OF THE PLANS AND SPECIFICATIONS**

The intent of the Contract is to prescribe a complete outline of Work that the Contractor undertakes to do in full compliance with the Contract, Plans and Specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise specified in the Contract, and shall include the Cost of these items in the Unit Prices bid for the several units of work. Contractor shall be solely responsible for all safety procedures and safety violations. The quantities appearing in the Bid Schedule of Prices are estimates prepared for the establishment of pay item prices and the comparison of bids. Payment to the Contractor will be made for the actual measured

quantities performed and accepted or material furnished and accepted according to the Contract, and the Schedule of Quantities may be increased, decreased, or omitted as herein provided.

Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Engineer and receipt of written authorization as provided herein.

The latest edition of the State Specifications and Standard Specifications for Water and Sewer Construction in Illinois shall be the basis and govern this contract unless otherwise provided by special provision or exception.

#### SPECIAL WORK

Should any Construction or requirement not covered by the Specifications be anticipated on any proposed Work, Special Provisions for the same should be prepared and included in the Proposal form, which Special Provisions shall be considered as a part of the Specifications the same as though contained fully herein.

#### <u>CHANGES</u>

The Village reserves the right to make, in writing, at any time during Work, changes in quantities, alterations in Work, and the performance of Extra Work to satisfactorily complete the Project. Such changes in Quantities, Alterations, and Extra Work shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered.

# LUMP SUM CONTRACTS

On lump sum Contract, when specified in Special Provisions, or Contracts containing lump sum items, the lump sum contract price shall include the furnishing and installation of all Work described in the Specifications and/or shown on the Plans.

# LOCAL ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of all existing laws, ordinances, and regulations of the municipality affecting the work and/or material of this Contract. If any inconsistency is discovered between the Plans, Specifications and those covered by Local Municipal Laws, Ordinances, or Regulations, it shall be reported to the Owner and Engineer.

# PERIODIC AND FINAL CLEAN UP

From time to time or as may be ordered by the Village and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the Owner, the Work may be done by the Village and the cost thereof be charged

to the Contractor and be deducted from his Contract price. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanline manner, ready for use and satisfactory to the Village.

All Cleanup shall be performed as specified in the various sections of these Specifications or in the Special Provisions.

# **CONFORMITY WITH PLANS AND SPECIFICATIONS**

It is the intent of the Specifications that all Work performed and all materials furnished shall be in conformity with the lines, grades, cross section, dimensions and material requirements shown on the Plans or indicated in the Specifications.

In the event the Engineer finds the materials or the finished product in which the Materials are used or the Work performed are not in conformity with the Engineering Plans and Technical Specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or Material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

#### **COORDINATION OF COMPONENT PARTS OF THE CONTRACT**

The Specifications, the accompanying Plans, the Proposal, the Special Provisions, and all other Contract Documents are intended to describe a complete Work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, figured dimensions shall govern over scaled dimensions, Plans shall govern over Specifications, Special Provisions shall govern over both Specifications and Plans, and quantities shown on the plans shall govern over those shown in the Proposal. Neither the Village, Engineer, nor the Contractor shall take advantage of any apparent error or omission in the Plans or Specifications, and the Village shall be permitted to make such minor changes or alterations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. Any corrections or alterations so made shall be subject to the provisions of Section 4-3.

#### **COOPERATION BY CONTRACTOR**

The Contractor will be furnished necessary copies of the Plans and Special Provisions, and he shall have one copy of each available on the Work at all times during its prosecution. He shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the Village Engineer in every way possible. He shall have on the Work site at all times representative authorized to receive orders and act for him and shall not replace him without prior written notification to the Village.

#### **UTILTIES**

Not all of the gas, power, telephone or cable television lines, whether above or below ground, have been shown on the drawings. The location of existing underground utilities, such as water mains, sewers gas mains, etc., as shown on the drawings, have been determined from the best available information and are given for the convenience of the Contractor. The Contractor must assume responsibility for location and protection of all utilities, whether shown or not, and must realize that the actual locations of the utilities shown on the drawings may be different from the location indicated.

It is the responsibility of the Contractor to phone the Joint Utility Locating Information for Excavators (J.U.L.I.E.) at least 48 hours before excavation starts (except Saturday, Sunday and Holidays) phone toll free 1-800-892-0123. The Contractor shall also be responsible for having the "Dig Number" assigned as a result of the phone request available at the construction site and at his office.

It is understood and agreed that the Contractor has considered in his Proposal all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances of the operation of moving them either by the utilities company or by the Contractor; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.

# **COOPERATION BETWEEN CONTRACTORS**

If separate Contracts are let for Work comprising the entire Improvement, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors.

The Contractor shall as far as possible arrange his Work, and place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. In case of dispute, the latest approved Progress Schedule shall govern.

#### **CONSTRUCTION OBSERVATION**

All materials and each part or detail of the Work may be subject at all times to observation by the Village Engineer, or their authorized representatives, and the Contractor will be held strictly to the true intent of the Contract documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply whether mill, plant or shop. The Engineer, or his representatives, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review. The duty of the Engineer to conduct observations and construction review of the Contractor's performance shall not include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

The Contractor shall, upon written notice from the Owner, remove or uncover such portions of the finished Work as he may direct, before the final acceptance of the same. After examination, the Contractor shall restore said portion of the Work to the standard required by the Contract documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as Extra Work, unless otherwise provided in the Contract documents, but if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the replacing of the same in accordance with the Contract documents shall be borne by the Contractor.

The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

# **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

Work done without lines and grades being given, or beyond the lines shown on the Plans or as given, except as herein provided, or any extra work done without authority will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Work so done may be directed by the Village to be removed or replaced at the Contractor's expense.

All work, which has been rejected, shall be remedied or removed and replaced so as to comply with the Plans and Specifications by the Contractor at his own expense. Upon failure on the part of the Village, after giving written notice to the Contractor, shall have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from the contract price due or become due to the Contractor.

# **FINAL ACCEPTANCE**

The Village Engineer shall make final acceptance of all Work included in the Contract, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Village Engineer, he shall inform the Contractor in writing as to the particular defects to be corrected before final acceptance can be made.

# PUBLIC CONSTRUCTION BID ACT, 30 ILCS 557/1

It is agreed that the Public Construction Bid Act, 30 ILCS 557/1, shall not be applicable to this contract pursuant to the home rule powers of the community.

# **CONTROL OF MATERIAL:**

# **QUALITY OF MATERIALS**

It is the intent of the Specifications that first-class materials shall be used throughout the Work, and that they shall be incorporated as to produce completed construction, which is workman like and

acceptable in every detail. The cost or collecting and furnishing of samples of all test material shall be borne by the Contractor. The cost of all testing shall be borne by the Contractor. Only materials, which conform to the requirements of these Specifications, shall be incorporated in the Work.

# **DEFECTIVE MATERIALS**

All materials not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any written order of the Village pursuant to the provisions of this article, the Village shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due to become due the Contractor.

#### **TESTING MATERIALS**

All materials should be approved by the Engineer before incorporated into the Work. The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the Work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making observations.

# SAND, GRAVEL AND CRUSHED STONE

The Village Engineer shall approve the source of sand, gravel and crushed stone construction prior to use in the Project. The approval shall be based upon testing of samples furnished by the Contractor and testing for conformance with Specifications. Approval shall be contingent upon the Contractor using materials on the job, which conform to the samples satisfactorily tested.

# **CONCRETE**

Samples of concrete used in construction shall be taken by the Contractor and made into test cylinders in conformance with ASTM C31. Any concrete, which tests indicate failed to conform to the Specifications, shall be removed and replaced at Contractor's expense. At the option of the Village, the concrete may be accepted and agreed upon adjustment in payment.

# **LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC:**

# LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal laws, State laws, County laws, Local laws, Ordinances, and Regulations which in any manner affect the conduct of the Work, and all

such orders or decrees as exist at the time Bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the Work and no plea of misunderstanding or ignorance thereof will be considered. The Village shall not be responsible for determining whether the Contractor is in compliance with these Laws, Ordinances and Regulations.

The Contractor shall indemnify and save harmless the Village, and all of their officers, agents, employees and servants against any claim or liability, including legal fees, arising from or based on the violation of such Law, Ordinance, Regulation, Order or Decree, whether by themselves or their employees.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Village and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgements, and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgements or liabilities are attributable to bodily incur, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any part indemnified hereunder.

Contractor shall defend, indemnify and hold harmless the Village, and their respective officers, agents and employees from and against all claims, damages, losses, costs and expenses arising out of, relating to, or incurred in connection with the use by Contractor, its officers agents, Subcontractors and employees of any equipment, materials, tools, construction equipment, machinery, and/or motor vehicles owned or leased by the Village.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with Subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said Subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this agreement.

Contractor further agrees that all future Contractors in furtherance of this contract between Contractor and any of its Subcontractors will designate the Village as intended third party beneficiaries of that contract. Contractor hereby agrees to specifically label the Village as an "intended third party beneficiaries" in all contracts entered in furtherance of this contract.

#### SANITARY PROVISIONS

The Contractor shall comply with all rules and regulations of the Federal, State, County and local health departments, and shall take precautions to avoid creating unsanitary conditions. The Engineer shall not be responsible for determining whether the Contractor complies with these Rules and Regulations.

#### PUBLIC CONVENIENCE AND SAFETY

The Contractor shall notify the Owner at least five (5) days in advance of the starting of Work, which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at times conduct the Work as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the General Public and of residents along the roadway shall be provided for in an adequate and satisfactory manner.

If a temporary road is required for the convenience of the general public and/or residents along the roadway, temporary road requirements will not be paid for separately, but will be incidental to the Contract and no extra compensation will be allowed.

# **BARRICADES AND WARNING SIGNS**

When any section of a road is closed to traffic, the Contractor shall provide, erect, and maintain barricades, red flags, signs and lights at each end of the closed section and at all intersecting roads in accordance with the Illinois Manual of Uniform Traffic Control Devices.

If during the progress of the Work, it is necessary to provide access to private property along the road; the Contractor shall provide, erect, and maintain within the closed portion of the road, such barricades, signs, flags and lights as may be necessary to protect the Work and to safeguard local traffic.

When traffic is to be permitted to use the road during construction, the Contractor shall protect the Work and provide for safe and convenient Public travel by providing, erecting, and maintaining such barricades, red flags, and lights as necessary.

The Contractor's responsibility for the Work shall apply, even though barricades, signs, red flags, and lights are installed as required above.

The Cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract and no extra compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these Rules and Regulations.

#### **DEBRIS ON TRAVELED SURFACE OR STRUCTURES**

Where the Contractor's equipment operates on any portion of the traveled surface or structures used by traffic on or adjacent to the section under Construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operation.

The Cost of this Work shall be included in the unit prices Bid and no additional compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor complies with these Rules and Regulations.

# EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES

The traveled surface and structures on or adjacent to the work shall be protected, from damage by lugs or cleats on treads or wheels of equipment.

All equipment used in the prosecution of the Work shall comply with the legal loading limits established by the statutes of the State of Illinois or Local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the Village. Before using any equipment, which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The Village will not be responsible for any delay in Construction operations for any Costs incurred by the Contractor as a result of compliance with the above requirements.

# **USE OF FIRE HYDRANTS**

If the Contractor desires to use water from hydrants, he shall contact the proper authorities, and shall conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by Municipal Ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such Ordinances, rules or regulations.

# PROTECTION AND RESTORATION OF PROPERTY

If corporate or private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the disposition of such property. The

Contractor shall furnish the Village with copies of such notifications and with copies of any agreements between him and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of Public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops and fences contiguous to the Work, of which the Contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey monuments, or other similar monuments, until the Village or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the Owner of the presence of such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from error, neglect, misconduct or omission in his manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Village may, after the expiration of a period of forty-eight (48) hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under his contract.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations. As soon as construction operations permit, he shall set the mailboxes at their permanent locations. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as Incidental to the Contract, unless otherwise specified in the Special Provisions.

#### PROTECTION AND RESTORATION OF TRAFFIC SIGNS

Any traffic sign within the limits of construction, which interferes with construction operations, may be removed by the Contractor when authorized by the traffic sign owner. Any traffic sign, which has been removed, shall be re-erected immediately by the Contractor at the temporary location designated by the traffic sign owner, and as soon as the construction operations permit, the sign shall be set at its permanent location. The Cost of all materials required and all Labor necessary to comply with this provision will not be paid for separately, but shall be considered as Incidental to the Contract. The Contractor shall replace at his own expense any traffic sign or post which has been damaged due to his operations.

Any traffic sign designated as critical by the traffic sign owner shall not be disturbed and no additional compensation will be allowed the Contractor for any delays, inconvenience, or damage sustained by him due to any special construction methods required in prosecuting his work due to the existence of such traffic signs.

#### CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the control and care of the Contractor until final acceptance, use, or occupancy by the Owner. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at his expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the Owner, the Provisions of this Article shall not apply to damage caused by such use and not due to the Contractor's fault or negligence.

When materials are furnished to the Contractor by the Owner for inclusion in the Work, the Contractor's responsibility for handling and installation of all such materials shall be the same as for materials furnished by him.

In case of suspension of Work by the Contractor, the Contractor shall be responsible for the Work and shall take such precautions as may be necessary to prevent damage to the Work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

#### **GUARANTEE PERIOD**

The Contractor shall warrant all Work performed for a period of one (1) year from the date of final acceptance in writing by the Engineer. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire Work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer.

In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Work in accordance with the Plans and Specifications, and that the manufacturer will repair or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed that he will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the Village such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings.

#### <u>SAFETY</u>

Contractor shall comply with State and Federal Safety regulations as outlined in latest revision of Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulation of Occupation Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (rev.). The Engineer shall not be responsible for determining the Contractor's compliance with these regulations.

The Contractor is solely responsible for the safety procedures, programs and methods of its employees, Subcontractors of every tier, and agents. Contractor shall hold the Owner and the Engineer harmless for any and all damages resulting from violations thereof.

#### **USE OF PRIVATE LAND**

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner of the land (or his agent), a copy of which authorization shall be filed with the Village.

#### WORK IN BAD WEATHER

No construction Work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and to secure first-class construction throughout, and them only subject to permission of the Village.

#### SUNDAY WORK

No Work shall be performed under these specifications at night or on Sunday and legal holidays without the approval of the Owner.

#### WATCHMEN

Watchmen are to be provided by the Contractor at the site of the project to prevent loss, damage to property, or accidents.

#### PRE-CONSTRUCTION MEETING

Unless the Village Engineer waives the need for a pre-construction meeting, the Contractor shall make himself and his representatives available to meet with the Village prior to the start of construction to discuss scheduling, handling of materials, payments, etc.

#### **PROSECUTION OF THE WORK**

The Contractor shall begin the Work to be performed under the Contract no later than ten (10) days after the execution and acceptance of the Contract, unless otherwise provided, but not prior to the execution of the Contract.

#### LIMITATIONS OF OPERATIONS

The Contractor shall conduct his Work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgement of the Owner, the Contractor has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the Work, the Owner may require the Contractor to finish the section on which Work in progress before the Work is started on any additional section.

#### SUSPENSION OF WORK

The Village shall have authority to suspend the Work wholly or in part, for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as in necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contract. If it becomes necessary to stop Work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provided suitable drainage of the roadway, and erect temporary structures when necessary. The Contractor shall not suspend Work without written authority from the Village.

#### **DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION**

When the time for completion of the Work contemplated is specified in the Contract, it is understood that the completion of the Work within the time specified is an essential part of the Contract. If the Contractor finds it impossible to complete the Work within the time specified in the Contract, he may at any time prior to the last thirty (30) days of the Contract time specified, make written request to the Village for an extension of Contract time. He shall set forth in full in his request the reasons, which he believes justify the granting of his request. If the Village finds that the Work is delayed because of conditions beyond the control of the Contractor, or that the quantities of Work done, or to be done, are in excess, he shall promptly grant an extension of time for completion, which appears reasonable and proper. The extended time for completion shall then be considered as in effect the same as if it were the original Contract time for completion.

#### **RESTORATION OF SURFACES:**

#### **GENERAL**

Restoration of surfaces shall include the removal of the existing surface, the disposal of surplus material, and the construction of new surfaces as indicated on the plans of Special Provisions. The type of surface restoration required shall be shown on the Plans or described in the Special Provisions.

#### **CONSTRUCTION DETAILS:**

#### TEMPORARY SURFACE OVER TRENCH

Wherever conduits are constructed under traveled roadways, driveways, sidewalks, or other traveled surfaces, a temporary surface shall be placed over the top of the trench as soon as possible after compaction, as specified above, has been satisfactorily completed. The temporary surface shall consist of a minimum of six inches (6") of coarse aggregate conforming to the current specifications of the State Specifications for Grade No. CA-9 or CA-10. The top of the temporary surface shall be smooth and meet the grade of the adjacent undisturbed surface. The temporary surface shall be maintained at the Contractor's expense until final restoration of the street surface is completed, unless specific items for temporary aggregate is specified. No permanent restoration of street surface shall be initiated until authorized by the Engineer.

#### **REMOVAL OF PAVEMENT, SIDEWALK, DRIVEWAY AND CURB**

Wherever the pipe is located along or across an improved surface, the width of the trench shall be held as nearly as possible to the minimum width required. Where brick or concrete pavement, sidewalk, driveway or curbing is cut, the width of the cut shall exceed the actual width of the top of the trench by twelve inches (12") on each side or a total of two feet (2'). Exposed surfaces of Portland cement or asphaltic concrete shall be cut with a pavement saw before breaking. Care shall be taken that a straight joint is made.

#### REPLACEMENT OF PERMANENT TYPE PAVEMENT, SIDEWALKS, DRIVEWAYS, CURBS, GUTTERS AND STRUCTURES

The Contractor shall restore (unless otherwise specified or ordered by the Village) all permanent type pavements, sidewalks, driveways, curbs, gutters, shrubbery, fences, poles and other property and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the Work began. The surface of all Improvements shall be constructed of the same material and match in appearance the surface of the Improvement that was removed. Where trench backfill is used, the restoration shall be made as soon as possible after jetting of the backfill has been completed.

#### **DISPOSAL OF SURPLUS EXCAVATED MATERIAL**

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor. The cost of removal and disposal of surplus excavated materials will be included in the respective unit prices and no additional payment will be allowed therefor.

#### **CLEANING UP**

The Contractor shall remove all surplus materials and all tools and temporary structures from the site. All dirt, rubbish and excess earth from the excavation shall be hauled to a dump provided by the Contractor and the construction site left clean and acceptable to the Village at the earliest possible date.

## Section 2

#### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016; the latest editions of the "Supplemental Specifications and Interim Special Provisions" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Manual of Test Procedures for Materials" in effect on the date of the invitation for bids; the Division I General Requirements and Covenants; current version of the Village of Tinley Park Construction Standards and the Division II Technical Specifications which apply to and govern the proposed improvements in Cook and Will Counties, and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

However, in all cases, the Division I General Requirements and Covenants of the specifications shall take precedence over the Division 100 General Requirements and Covenants of the Standard Specifications for Road and Bridge Construction and shall govern.

#### LOCATION OF IMPROVEMENT (Exhibits enclosed)

- Location #1: Oak Park Avenue Metra Parking Hickory Street
- Location #2: Oak Park Avenue Metra Train Lot North of the Tracks (West Half)
- Location #3: Village Hall (North Parking Lot)
- Location #4: Fire Training Tower North of Helicopter Landing Pad
- Location #5: 80th Avenue Metra Train Lot West portion and Handicapped Parking Areas
- Location #6: Public Works Employee Parking Lot

#### **SCOPE OF WORK**

Location #1 – Oak Park Avenue Metra Parking – Hickory Street: The Work to be performed at this location shall consist of sidewalk removal and replacement, HMA surface removal and replacement, pavement markings and all incidental Work necessary to complete the improvements shown and described in this packet. The sidewalk in this location is raised and abuts the HMA pavement. Full closure of the road and parking lot will not be allowed and shall be completed in stages. The parking can be closed half at a time, if necessary. The Contractor will be responsible for all closure notifications well in advance at the pay booth on Hickory Street and in areas commonly used by the commuters (i.e. Train Station).

Location #2 – Oak Park Avenue Metra Train Lot – North of the Tracks (West Half): The Work to be performed at this location shall consist of combination concrete curb and gutter removal and replacement, sidewalk removal and replacement, HMA surface removal and replacement, removing existing foundations, pavement patching, pavement markings and all incidental Work necessary to complete the improvements shown and described in this packet. Work shall be completed in stages. The Contractor will be responsible for all closure notifications at the entrance/exists to the lot well in advance and in areas commonly used by the commuters (i.e. Kiss n Ride).

Location #3 – Village Hall (North Lot): The Work to be performed at this location shall consist of combination concrete curb and gutter removal and replacement, sidewalk removal and replacement, HMA surface removal and replacement, structure adjustments, pavement markings and all incidental Work necessary to complete the improvements shown and described in this packet. This parking lot Work will require construction to be done partially on the weekend or half at a time as full closure of the entire parking lot will not be allowed during the week. The Contractor will be responsible for all closure notifications well in advance so the Village Hall employees are aware and have ample time to notify the public.

Location #4 – Fire Training Tower (North of Helicopter Landing Pad): The Work to be performed at this location shall consist of HMA surface removal and replacement, pavement markings and all incidental Work necessary to complete the improvements shown and described in this packet. An exhibit is included identifying the pavement striping plan for this area. Currently this area is being used for police vehicles so a parking stall plan will also be striped as well in the northeast corner of this area.

Location #5 – 80<sup>th</sup> Avenue Metra Train Lot – West portion and Handicapped Parking Areas: The Work to be performed at this location shall consist of re-striping the existing parking lot. Full closure of the parking lot will not be allowed at one time and shall be completed in stages. The Work shall be coordinated with the arrival/departure times of the Metra trains. The parking lot can be closed half at a time, if necessary. The Contractor will be responsible for all closure notifications well in advance at the lot and in areas commonly used by the commuters.

Location #6: Public Works Employee Parking Lot – The Work to be performed at this location shall consist of earth excavation, placement and compaction of aggregate base course, curb and gutter removal and replacement, HMA binder course, HMA surface course, PCC sidewalk, parkway restoration and pavement striping to add six (8) new parking stalls adjacent to the west side of the building.

The quantities called for in this Contract indicate the approximate amount of Work to be expected. The actual amounts for the various items may vary depending upon actual field conditions. The Village reserves the right to reduce or increase the scope of project quantities and to delete entire line items. It shall be understood and agreed upon that the unit prices for these items shall prevail throughout the period of the Contract and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities including, but not limited to, decreases due to the deletion of an entire location/section of the improvement. No increase in unit price will be allowed if the method of construction changes due to decreased quantity.

Due to the limited parking at the various locations, the Work must be phased. The staging plan for each location shall be discussed and agreed upon by the Village Engineer before construction can begin. The Work of all subcontractors shall be coordinated by the General Contractor and not by the Village Engineer. The Contractor is responsible to provide twenty-four (24) hour advanced written notice to the residents that may be affected by the construction. This notice can be addressed by letters delivered to the residents' doors for Work in the residential neighborhoods or a written notice posted/displayed at the entrance and exit for the parking lots that is readable by the passing vehicles.

All equipment parking and Work in general shall be coordinated with the Village Engineer. There will be days when the parking lots are completely unavailable for construction.

#### **EARTH EXCAVATION - SPECIAL**

This Work shall consist of excavating the soil to a minimum depth of approximately eighteen (18") at the Public Works Facility to construct an area of addition parking. The excavated soil shall simply be placed between the new parking area and the building to raise the ground elevation thus no need to haul it off-site. This excavated material will need to compacted and

graded to provide positive drainage away from the building towards the new sidewalk and curbed parking area. Should additional soil depth of excavation be required, the Public Work Department will provide an alternate dump location on-site.

The cost of equipment and labor required to complete the Work as specified above shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION - SPECIAL.

#### AGGREGATE BASE COURSE, TYPE B, 12" - SPECIAL

This Work shall consist of placement and compaction of the aggregate base course for the new parking stalls at the Public Works Facility. Once the Contractor has excavated the soil to the required depth, Public Works staff will haul and dump the aggregate from the rear of our facility to this location and dump it for the Contractor to spread, level and compact. The subgrade shall be prepared in accordance with Sections 301 and 350 of the IDOT SSRBC. Grades shall be established to provide positive flow from the new parking stalls to the existing pavement.

The cost of equipment and labor required to complete the Work as specified above shall be paid for at the contract unit price per SQUARE YARD for AGGREGATE BASE COURSE, TYPE B, 12" - SPECIAL.

#### **SIDEWALK REMOVAL - SPECIAL**

This Work shall consist the removal of existing sidewalk as specified in the field. The Contractor shall remove existing sidewalk by means of a saw cut joint to prevent damage to that portion which is to remain in place. Any tree roots within the aggregate base shall be removed prior to installation of the sidewalk. Any additional excavation required to construct this sidewalk to the required thickness as specified above shall be considered Incidental to this pay item. If sidewalk abuts curb sections that are not to be replaced, the joint between the curb and the sidewalk shall be sawcut as well.

At the Hickory Street Metra Parking Lot, the sidewalk is raised without a defined curb between the HMA and the sidewalk, thus this is considered to solely be sidewalk and paid as such. The concrete shall be removed to the existing aggregate base.

The cost of equipment and labor required to complete the Work as specified above shall be paid for at the contract unit price per SQUARE FOOT for SIDEWALK REMOVAL - SPECIAL.

#### PCC SIDEWALK- SPECIAL

This pay item includes the complete replacement of existing and newly constructed Portland Cement Concrete (PCC) sidewalks at locations designated by the Village Engineer. Sidewalks shall be constructed in conformance with the Village Standard for PCC Sidewalk. It shall be five (5") inches thick with a minimum of four (4") inches of Aggregate Base Course, Type B, and seven (7") inches thick with a minimum of four (4") inches of cushion of CA-6 stone through driveway sections. This Work shall be in accordance with Sections 440, 424 and 1004 of the Standard Specifications.

All sidewalk construction/replacement shall be done with a minimum two by six  $(2^{"} \times 6^{"})$  form. The raised sidewalk along Hickory Street shall be replaced and match the current profile.

Any voids that lie under the existing sidewalk shall be filled with aggregate and compacted prior to pouring the replaced walk.

This Work shall be paid for at the contract unit price per SQUARE FOOT of PCC SIDEWALK -SPECIAL which price will include all materials, aggregate base course, backfill, equipment and labor required to complete the Work as specified above for replacement of existing sidewalk in need of repairs or newly constructed sidewalk.

#### **DETECTIBLE WARNING PLATE – SPECIAL**

This item shall consist of the placement of detectable warning plates in accordance with the appropriate IDOT Standards for Curb Ramps for Sidewalks. The detectable warning plate(s) shall be polymer composite material red in color and meet the Village of Tinley Park Construction Standards. The Contractor shall furnish and install detectable warning plates manufactured by Armor Tile or approved equal. The Contractor is responsible for the installation of the device according to the manufacturer's specifications and the handicap ramp as described in the Contract documents.

This Work will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNING PLATE, SPECIAL and will include all materials, equipment and labor required to complete the Work as specified above.

#### **CURB AND GUTTER REMOVAL – SPECIAL**

This Work shall consist the removal of existing curb and gutter as specified in the field. All curb and gutter shall be removed at the specified locations and be sawcut prior to removal. If curb abuts sidewalk sections that are not to be replaced, the joint between the curb and the sidewalk shall be sawcut as well.

The cost of equipment and labor required to complete the Work as specified above shall be paid for at the contract unit price per LINEAL FOOT for CURB AND GUTTER REMOVAL - SPECIAL.

#### **COMBINATION CONCRETE CURB AND GUTTER, B-6.12 – SPECIAL**

This item shall consist of the removal and replacement of combination concrete curb and gutter, in accordance with Sections 440 and 606 of the Standard Specifications, by means of a saw cut joint at locations as designated by the Village Engineer. The replaced curb and gutter shall be of the same type and size as the removed section. New curb and gutter shall be tied to existing curb and gutter with two ¾" diameter round greased bars that are a minimum of 6 inches in length.

All sidewalks behind the curb shall be restored to their original condition with like material and shall be paid for under the applicable removal and replacement pay items. The concrete surfaces shall be removed by full depth saw cut joints. One-half inch ( $\frac{1}{2}$ ") preformed joint filler shall be used between new and existing concrete; where concrete walks, etc. meet curbs; and between the curb and all steel castings. Where curb and gutter is removed at access locations, access to the property shall be maintained by either doing half of the curb repair at a time or with temporary aggregate which shall be considered INCIDENTIAL. The planned approach shall be coordinated with the Village Engineer prior to removing any of the existing curb. When replacing curb near an inlet, all curbs must be drilled and doweled using # 6 smooth rods and expansion material. The curb removal shall be a minimum of six (6') feet in length and doweled to the existing curb on both sides.

All other items behind the replaced curb, including, but not limited to grass, sprinkler systems, street light cables, decorative rocks, bricks, pavers, landscape timbers, mail boxes, etc., shall be restored to their original condition with like material. This Work shall not be paid for separately, but shall be considered INCIDENTAL to the Contract.

Existing pavement abutting the replaced curb and gutter shall be removed by means of full depth saw cut joint to a width of one (1') foot. This Work shall be done in accordance with Sections 406 and 442 of the Standard Specifications. The pavement shall be replaced with a

patch consisting of eight (8") inches of HMA Binder Course and two (2") inches of HMA Surface Course. Concrete will not be allowed to fill in the gap between the new curb and gutter and the existing pavement. The cost for pavement patching along the curb and gutter shall not be paid for separately, but shall be considered Incidental to the Contract.

The cost for furnishing all materials, equipment and labor required to complete the Work as specified above shall be paid for at the contract unit price bid per LINEAL FOOT of COMBINATION CONCRETE CURB AND GUTTER, B-6.12 - SPECIAL.

#### **PARKWAY RESTORATION - SPECIAL**

This Work shall consist of the final grading, furnishing and placement of a minimum of four inches (4") of pulverized topsoil, seeding and blanketing the area between the new parking stalls/sidewalk and the existing Public Works Facility. All Work shall be done in accordance with Sections 211 of the Standard Specifications with the exception of the timeframe. Topsoil shall be placed with positive drainage away from the building once the concrete improvements are cured, that being within 14 days of the curb and/or sidewalk replacement. If this topsoil is not placed by this time, the Contractor will be required to place sod in lieu of the seed and blanket at no additional cost. In addition, if the Village has to undertake this Work, the Contractor will be responsible for the cost of the Village to procure the Work and this amount will be withheld from any amount due to the Contractor by the Village.

This Work includes the materials, equipment and labor to grade, topsoil, pulverize, seed, blanket etc. and shall be paid for at the contract unit price per SQUARE YARD for TOPSOIL FURNISH AND PLACE, 4".

#### **STRUCTURES TO BE ADJUSTED**

This Work shall consist of the adjustment of drainage and utility structures at the locations indicated on the exhibits or as directed by the Village Engineer using rubber fiber-polyurethane pre-polymer composite adjusting rings. Tapered adjusting rings shall be used where necessary to match the profile of the pavement. In order to minimize the number of rings used, thicker rings shall be used where necessary. No more than 3 rings shall exist in one location.

The existing pavement around each structure is to be adjusted shall be removed by a straight, saw cut joint.

All structures to be adjusted shall also be cleaned to the satisfaction of the Village Engineer in accordance with Article 602.15. This Work, along with any trench backfill required, will not be paid for separately, but shall be considered Incidental to the cost of the adjustment.

After the adjustment is complete, the pavement around the structure shall be replaced with HMA Binder (IL-19.0 mm), N50. The binder shall be placed on a compacted, prepared subgrade and the thickness shall match the existing conditions

The General Contractor shall be responsible for coordinating this Work with the subcontractor(s), not the Village Engineer. This Work shall be completed in accordance with the applicable Section 602 of the Standard Specifications.

All adjustments shall be made with rubber adjustment rings, unless otherwise directed by the Village Engineer.

Concrete will not be allowed to fill the gap between the structure and the existing pavement. A full depth patch will be required for adjustments not within the curb and that Work will be

considered Incidental to the adjustment. This Work shall be paid for at the contract unit price per EACH for STRUCTURES TO BE ADJUSTED.

#### PAINT PAVEMENT MARKING

Working under the direction of the Village Engineer, the Work includes providing all Traffic Control to meet Article 107.09 of the Standard Specifications and IDOT Highway Standards 701006-05, 701301-04, 701311-03, 701501-06, 701701-10, 701801-06 and 701901-08 to provide the best quality and life duration of the pavement striping. Traffic Control and Protection will be considered Incidental to the cost of the pay items. The following shall be followed/provided:

- Pavement cleaning shall consist of sweeping or power washing followed by a gas blower to clear the dirt and other loose materials on the HMA pavement completely. The HMA pavement shall be clear of any dirt, rocks, gravel, sand, trash or any other objects that could hinder the proper paint application.
- Applying paint at a minimum thickness of 16 mils on pavement that is dry, clean and free of dirt and grease from the cleaning mentioned above.
- Air temperature of 50 degrees of higher
- Bead application to all painted surfaces at a minimum of rate of 8-10 lbs. /gal of the paint used.
- Paint shall be water-based for all parking lots; while the entrance roads to the parking lots and the Helicopter Pad shall be solvent-based paint.
- The painting shall be done with walk-behind machine(s).

The cost for furnishing all materials, equipment and labor required to complete the Work as specified above shall be paid for at the contract unit price bid per LINEAL FOOT for Paint Pavement Marking – Line 4", Paint Pavement Marking – Line 6", Paint Pavement Marking – Line 12", Paint Pavement Marking – Line 24" and per SQUARE FOOT for Paint Pavement Marking – Letters & Symbols.

#### **TREE REMOVAL**

This Work entails the removal of the two (2) existing 3" diameter trees and the one (1) 15" diameter tree at the Public Works Facility where the new parking area is to be located. The removal of the three (3") inch trees should simply entail the use of a backhoe. If a sufficient portion of the base of the tree can be excavated in whole, it will allow the Village to transplant between the building and the new sidewalk. The Village ask that this be attempted before simply removing it without the potential for transplanting it.

The 15" diameter tree shall be cut, the base removed and the roots as well. This tree can be disposed of at the Public Works Facility. Should this Work require excessive digging, the Public Works Department will provide the necessary material(s) to fill the hole.

#### **SAW CUT JOINTS**

The removal and/or replacement of any driveways, pavement, curb, sidewalk, etc. shall be accomplished by means of a saw cut joint, at the direction of the Engineer. This work will not be paid for separately but shall be included in the unit price bid for the various removal items.

#### **TRAFFIC CONTROL PLAN**

The Contractor shall contact the Village Engineer at least seventy-two (72) hours in advance of beginning Work.

DISTRICT ONE DETAILS: TC-10, TC-13 SPECIAL PROVISIONS: TRAFFIC CONTROL PLAN, MAINTENANCE OF ROADWAYS The Contractor shall not remove any traffic control or safety devised until the entire job is complete. The Contractor shall obtain, erect and remove all signs, barricades, flagmen and other traffic devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devises for Streets and Highways and the attached special provisions. The Contractor is solely responsible for ensuring all traffic control devices are installed and maintained in accordance with applicable state standards.

The Contractor is hereby advised that notification to all affected residents is his responsibility including the placement of No Parking signs at least forty-eight (48) hours prior to paving operations. In addition, signage indicating road conditions such as "Bump", "Rough Surface", "Fresh Oil", "Dip", etc., as requested by the Village Engineer will also be required at no additional expense.

#### **DUST CONTROL**

The Contractor shall be responsible for controlling the dust and air-borne dirt generated by his/her construction activities.

The implementation of dust control procedures shall be required if wind and dry soil conditions reduce visibility on adjacent roads and property. Concerns for health and safety to the public using adjacent facilities will be grounds for the implementation of a Dust Control Plan. When circumstances warrant, a specific Dust Control Plan shall be developed. The Contractor and the Village Engineer shall review the nature and extent of dust generating activities and cooperatively develop specific types of control techniques appropriated to that specific situation. Sample techniques that may warrant consideration include such measures as:

- 1. Minimize tracking soil out onto nearby public roads.
- 2. Reduce vehicle speed on unpaved surfaces.
- 3. Cover haul vehicles.
- 4. Apply chemical dust suppressants or water to exposed surfaces, particularly to surfaces on which construction vehicles travel.

Dust control measures as indicated in the Dust Control Plan, or as directed by the Village Engineer shall be readily available for use on the project site. The Cost of this Work shall be considered Incidental to the Contract and no additional compensation will be allowed.

#### **MATERIAL INSPECTION REPORTS**

The Contractor shall be responsible for material inspections required for various items incorporated in this Project. Also, all documentation is to be submitted to the Village Engineer, immediately following completion of this Project. Five percent (5%) of the final contract amount due to the Contractor will be withheld until all documentation has been submitted and approved.

#### **GUARANTEE**

All materials and equipment shall be guaranteed for a period of one (1) year from the date of written acceptance by the Village. Upon receipt of notice for the Village of failure of any part of the improvements during the guarantee period, replacement of the improvements shall be furnished and installed by the Contractor at no additional cost to the Village of Tinley Park.

#### **DURATION OF PROPOSAL**

The Contractor is advised that all Work shall be completed on or before September 25, 2020. unless otherwise agreed upon with the Village Engineer. Penalties for not completing this Work by this date and any other restrictions shall be accessed at the rate of \$1,000 per calendar day.

#### **TRACKING OF QUANTITIES**

During the course of the Contract, the Contractor shall maintain a list of individual quantities for each location of the Work that was performed along with the cost breakdown. The tracking will help ensure that the funds allocated are not exceeded during the Project. It is the Contractor's responsibility to ensure his Work does not exceed the funding limits established by the Village. These limits can be provided to the Contractor at the Pre-Construction Meeting, at his/her request.

#### **VIDEO OF CONSTRUCTION SITE**

Prior to the start of the Project, it is the Contractor's responsibility to video record the existing site conditions of the construction site(s). The video shall be done on standard color DVD and a copy of the recording shall be provided to the Village Engineer prior to the start of construction. The video shall include the following:

- 1. Full right of-way
- 2. Parkway conditions
- 3. Pavement conditions

- 4. Curb conditions 7. Fire hydrants
- 5. Driveway conditions 8. Fence locations
- 6. Existing manholes

9. Trees & landscaped areas

The video recordings shall also supply a continuous audio recording of the location (preferably with addresses), all anticipated problem areas, items and features for the complete area to be affected by the construction.

The video recordings shall be made on a DVD or other approved equal and shall conform to Japan Electronics and Information Industries Association (JEITA) standards. The format of recording and type of media used shall remain the same throughout the project. When the recorded video information is replayed and reviewed, it shall be free of electrical interference.

The audio portion of the composite signal shall be sufficiently free of electrical interference, background noise and heavy foreign or regional accents to provide an oral report that is clear, complete and easily discernible. The audio portion of the video shall be recorded by the operating technician on the video as it is being produced and shall include references to the street address and type of construction to be performed at the site as specified in the plans. Audio comments pertaining to special circumstances, which may arise during the excavation process, shall also be included. Dubbing the audio information onto the video after the video is completed will not be permitted.

The video recordings (DVD, etc.) shall provide the date the video was taken, the locations where it was obtained and labeled "VILLAGE OF TINLEY PARK 2020 MUNICIPAL PARKING LOT IMPROVEMENTS".

The surface condition of the excavated areas after final restoration shall be the same or better than the pre-construction conditions shown on the video. The cost of the video and log preparation shall not be compensated for separately, bus shall be considered Incidental to the Contract.

#### **SAW CUT IOINTS**

The removal and/or replacement of any driveways, pavement, curb, sidewalk, etc. shall require a straight saw cut joint at the location indicated by the Village Engineer. The Work shall not be paid for separately but will be included in the unit price of the removal/replacement item.

#### **PAVEMENT LIMITATIONS**

It is hereby understood and agreed to that no pavement patching or removal that will not allow vehicles to travel over will be allowed after 3:00pm on Fridays. No holes will be allowed to remain open overnight or over the weekend.

Prime Coating the parking lots must be done the day of paving.

**Sweeping** will be required after the milling operations and within twenty-four (24) hours before paving.

HMA Surface Removal cannot begin until all curb repairs/replacement has been completed.

All necessary materials shall be in stock before Work can begin. At the end of each working day, the Contractor shall provide a steel plate, barricades, warning tape and any other safety measures requested by the Village Engineer to excavated areas so traffic or parking is not impeded during non-working hours. Access to the properties shall be maintained at all times. Placement of temporary aggregate in areas disturbed by construction shall be used and continuously maintained by the Contractor until the final conditions are met. Streets shall be cleaned and swept at the end of each working day. The cost for the materials and traffic control items necessary to meet these requirements shall be considered Incidental to the Contract.

All water use shall be coordinated with the Village and be in compliance with the Village's rules and regulations.

#### **GEOTECHNICAL INFORMATION**

The Village assumes no responsibility in regards to the nature of the information or the conditions which may be encountered during construction. The Bidder may satisfy themselves prior to bidding by such methods as they may prefer, including their own pavement cores or soil borings with the Village Engineer's consent, as to the nature of the pavement cross section and/or subsurface conditions, including any obstructions which may be encountered during construction. Failure to make such cores or borings shall not relieve the Contractor from completing the project as specified in these documents.

#### WAGE RATES

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). The Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on Public Works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the County where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <u>http://www.state.il.us/agency/idol/rates/rates.HTM</u>. All Contractors and Subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

#### **INSURANCE COVERAGE**

The Insurance Requirements can be found in listed below. The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the Contract the insurance coverage specified in that section. The Contractor shall not commence Work under the Contract until all the insurance required by this section or any Special Provision has been obtained.

Section 7-2.02F Professional Liability WILL NOT be required as part of this project.

### PUBLIC CONSTRUCTION ACT, 30 ILCS 557/1

Pursuant to the Home Rule Powers of the Village, Public Construction Act 30 ILCS 557/1 shall not be applicable to this Contract.

#### **WORK HOURS**

The following work hours shall be kept unless written permission is received from the Village of Tinley Park. The Contractor may prosecute work between the hours of 7:00 a.m. and dusk each workday. However, no work will be permitted between dusk and 7:00 a.m., on Sundays, or on holidays, without prior written permission of the Village. Any hours of operation specifically applied by any of the permitting agencies will supersede these hours when doing Work at the location covered by the aforementioned permit.

#### **PUBLIC AND RESIDENT NOTIFICATION**

If the Contractor is required to impede access to any driveway or property for any reason during the course of this Project, the Contractor shall provide 24-hour advance written notice to the affected residents. The notification shall be of a form and method as approved by the Village of Tinley Park.

#### **INSURANCE** - Please submit certificate with your response.

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- A. <u>Worker's Compensation and Employer's Liability</u> with limits not less than:
  - 1. Worker's Compensation: Statutory;
  - 2. Employer's Liability: \$1,000,000 injury-per occurrence
  - 3. To include bodily injury or disease. Such insurance shall evidence that coverage applies in the State of Illinois.
- B. <u>**Comprehensive Motor Vehicle Liability**</u> with limits for vehicles owned, non-owned or rented not less than:
  - 1. Automotive Liability Combined Single Limit: \$1,000,000 per accident
- C. <u>Commercial General Liability</u> with coverage written on an "occurrence" as is and with limits no less than:
  - 1. Each Occurrence: \$1,000,000, to include Insurance Services Office (ISO) Form CG 00-01
  - 2. General Aggregate: \$2,000,000
  - 3. Coverage to include products and completed operations property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- D. **Professional Liability** (if Design/Build) with coverage written on an "occurrence" as is and with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- E. <u>Contractors' Pollution Legal Liability and/or Asbestos Legal</u>

**Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

- F. Coverage's shall include:
  - 1. Premises/Operations
  - 2. Independent Contractors
  - 3. Personal Injury (with Employment Exclusion deleted)
  - 4. Broad Form Property Damage Endorsement
  - 5. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- G. <u>Umbrella Policy.</u> The required coverage's may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 per occurrence or claim, which may be adjusted dependent on the scope and scale of the project.

#### H. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

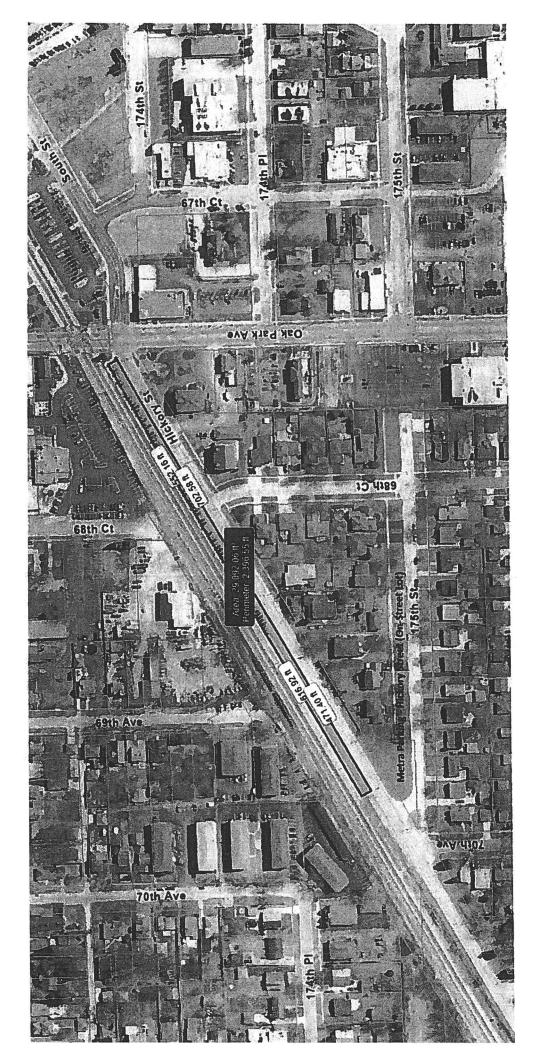
- 4. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- 5. <u>Waiver of Subrogation:</u> Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.
- 6. <u>Verification of Coverage:</u> Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- 7. <u>Subcontractors</u>: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

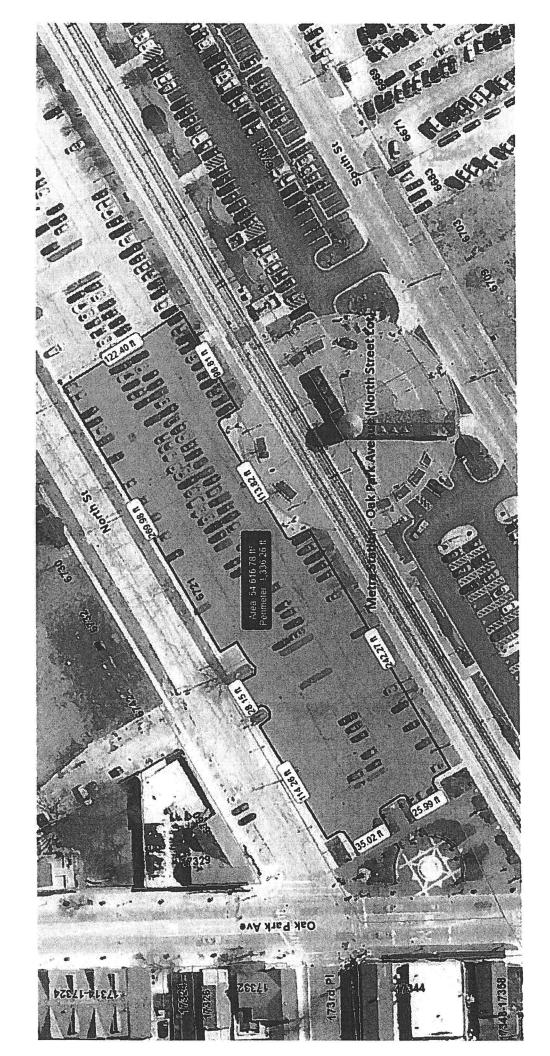
Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

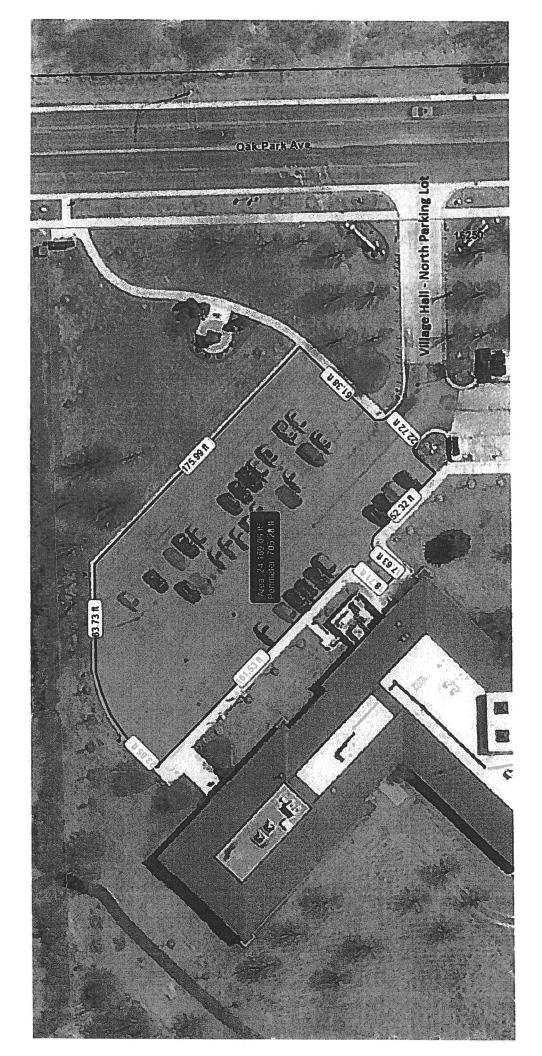
- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days a notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

#### **CHANGE IN STATUS**

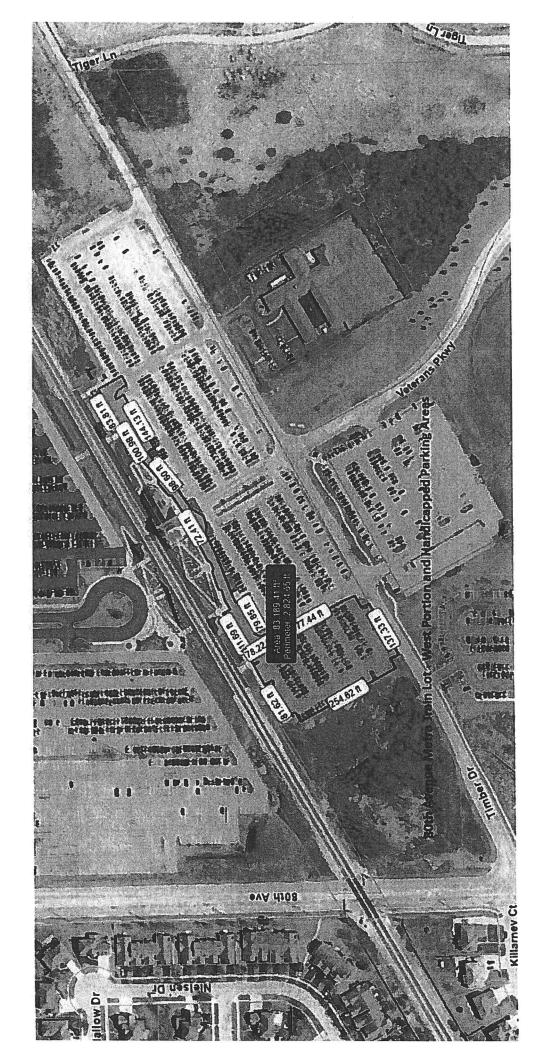
The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

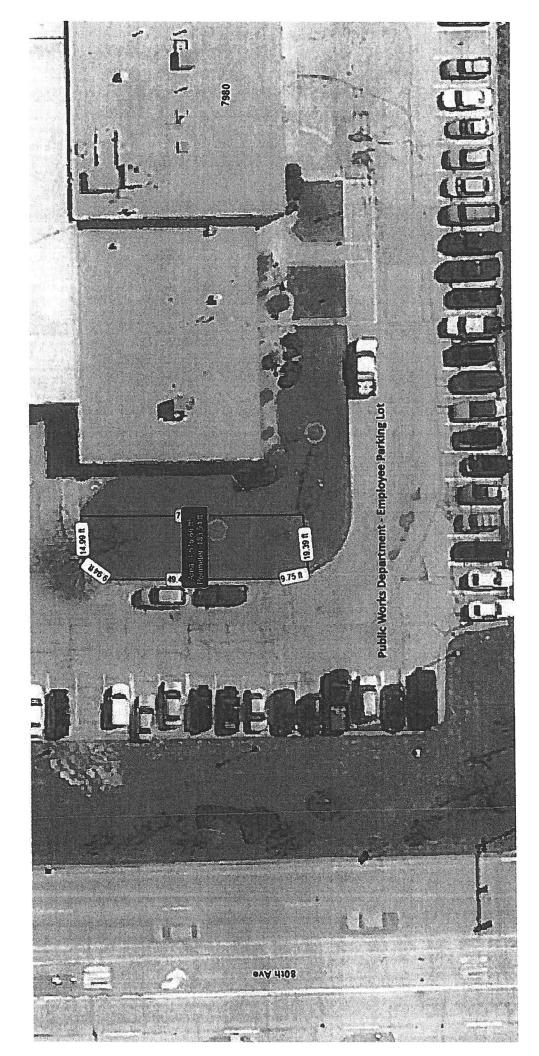












# Section 3

#### VILLAGE OF TINLEY PARK STATE OF ILLINOIS

#### PROPOSAL FORM

#### NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

#### TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF Iroquois Paving Corporation

(Name and Address of Bidder)

1889 E US Hwy 24, PO Box 466, Watseka IL 60970

- 2. The specifications for the proposed work are those prepared by the Village Engineer dated <u>June, 2020.</u>
- 3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
- 4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
- 5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
- 6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.
- 7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
- 8. The undersigned further agrees that if the owner decides to increase or decrease the quantities, or otherwise alter it by extras or deductions, including the elimination of any of the pay items, he will perform the work as altered, increased or decreased at the provided contract unit price.
- 9. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.
- 10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond

satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.

11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **on or before September 25, 2020** and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall assess liquated damages in the amount of \$1,000 per day until the work is completed and approved by the Village Engineer or Public Works Director.

13. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$\_\_\_\_\_bid bond

bid bond

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

- 14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
- 15. All bidders must furnish current financial statement with the bid.
- 16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.
- 17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.
- 18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

Date: 7/8/2020	Signature	AConar
	Date:	7/8/2020



# AIA Document A310tm - 2010

(Name, Legal Status and Principal Place of Business)

Travelers Casualty and Surety Company of America

Surety:

One Tower Square

Hartford CT 06183-6014

#### **Bid Bond**

#### **Contractor:**

(Name, Legal Status and Address) Iroquois Paving Corporation P O Box 466 Watseka IL 60970

#### **Owner:**

(Name, Legal Status and Address) Village of Tinley Park 16250 South Oak Park Ave Tinley Park, IL 60477

# Bond Amount: Ten percent of bid Project:

(Name, location or address, and Project number, if any) 2020 Municipal Parking Lot Improvements

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 give 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 waived 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.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates

> where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. Signed and sealed this 8th day of July, 2020

(Witness) (Witness)

Iroquois Paving Corporation	
(Contractor as Principal)	(Seal)
(Title) Travelers Casualty and Surety (	NG President Company of America
(Surety)	(Seal)
(Title) Ashlyn B Tucker Attorney	Tucku

State of Illinois

} ss: County of Champaign

On 8th day of July, 2020 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ashlyn B Tucker

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

(Notary Public)

# TRAVELERS

#### Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ashlyn B Tucker of FORSYTH

Illinois , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.



On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

By:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of July



2020

Kar E. Hughen Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



### **Schedule of Prices**

#### **Project: 2020 Municipal Parking Lot Improvements**

Changes per Addendum #1 - Issued July 6, 2020

ltem No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Earth Excavation, Special	Cu Yd	95	\$ 24.00	\$ 2,280.00
2	Aggregate Base Course, Type B, 12" - Special	Sq Yd	190	\$ 7.00	\$ 1,330.00
3	HMA Surface Removal, 2"	Sq Yd	16,978	\$ 2.95	\$ 50,085.10
4	HMA Surface Course, Mix D, N50	Ton	2,054	\$ 70.00	\$ 43,780.00
5	HMA Binder Course, IL 19.0, N50, 2.25"	Ton	19	\$ 70.00	\$ 1,330.00
6	Bituminous Materials (Tack Coat)	Lb	7,716	\$ 0.01	\$ 77.16
7	Sidewalk Removal- Special	Sq Ft	2,851	\$ 2.00	\$ 5,702.00
8	PCC Sidewalk - Special	Sq Ft	3,226	\$ 10.00	\$ 32,260.00
9	Remove Existing Foundations	Each	3		\$ 2,250.00
10	Detectible Warning Plate - Special	Sq Ft	130	\$ 35.00	\$ 4,550.00
11	HMA Patching, 6"	Sq Yd	100	\$ 50.00	\$ 5,000.00
12	Curb and Gutter Removal - Special	Lin Ft	759	\$ 10.00	\$ 7,590.00
13	Combination Concrete Curb and Gutter, B-6.12 - Special	Lin Ft	879	\$ 40.00	\$ 35,160.00
14	Structures to be Adjusted	Each	8		\$ 4,800.00
15	Parkway Restoration, Special	Sq Yd	246		\$ 984.00
16	Paint Pavement Marking - Line 4"	Lin Ft	11,081	\$ 0.50	\$ 5,540.50
17	Paint Pavement Marking - Line 6"	Lin Ft	1,191	\$ 0.70	\$ 833.70
18	Paint Pavement Marking - Line 12"	Lin Ft	1,137	<sup>\$</sup> 1.50	\$ 1,705.50
19	Paint Pavement Marking - Line 24"	Lin Ft	145		\$ 435.00
20	Paint Pavement Marking - Letters & Symbols	Lin Ft	125	1	\$ 750.00
				Bid Total:	\$ 306,442.96

_		Alternate Bid Item	<u>Unit</u>	Quantity	<u>Unit price</u>	Total Price
	1	Tree Removal, 3" Diameter	Each	2 \$	500.00	\$ 1,000.00
	2	Tree Removal, 15" Diameter	Each	1 \$	1,500.00	\$ 1,500.00
Γ	3	Sod Supply and Placement	Sq Yd	246 \$	19.00	\$ 4,674.00

The following Addendums have been acknowledged: 1

\* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village Engineer.

#### CONTRACT SPECFICATION-SUPPLEMENT TO BID FORM

Pursuant to Section 15 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

Specification Section No.	General Material or <u>Equipment Description</u>	Manufacturer <u>Substitute Product</u>	Adjustment Price <u>Add / Deduct</u>
		<u></u>	<u></u>
N/A			1
			/
			/
-			/
Que Que que en entre construction de la construcción de la construcción de la construcción de la construcción de			/
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<b></b>			
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		and the second se	/
			/
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			/

SUBMITTED BY:

Iroquois Paving Corporation					
Printed Name of Company					
BY: Att Wan					
Signature of person authorized to sign bid					
TITLEPresident					
ADDRESS1889 E US Hwy 24, PO Box 466					
Watseka IL 60970					
PHONE ( <u>815</u> ) <u>432-5211</u>					
DATE					

(IF AN INDIV	VIDUAL)	
SIGN	ATURE OF BIDDER (SE	AL)
BUSI	NESS ADDRESS	
energeneer ook oor oor ook		-
(IF A CO-PAR	(TNERSHIP)	
	FIRM NAME (SE	AL)
	SIGNED BY (SEA	L)
	BUSINESS ADDRESS	
Addresses of Members of t	s and All the firm	
(IF A CORPO	RATION)	
	CORPORATE NAME Iroquois Paving Corporation SIGNED BY	
(CORPORATI	E SEAL)	
	PRESIDENTJoseph A. Cowan	
Insert Names of Officers ATTEST:	SECRETARY John D. Lynch TREASURER John D. Lynch Secretary	



**Bidder Information** 

Date Submitted: 7/8/2020

Company Name: \_\_\_\_\_ Iroquois Paving Corproation

Address: \_\_\_\_\_ 1889 E US Hwy 24, PO Box 466

City, State Zip Code: Watseka IL 60970

Phone Number: \_\_\_\_\_\_815-432-5211 Fax Number: \_\_\_\_\_815-432-5234

Company Email: \_\_estimating@iroqpavcorp.com

Contact Person and Cell Number: Dillon Carley - 815-644-5537

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

### **AFFIDAVITS**

**Business Status of Bidder** 

#### **BIDDER/APPLICANT:**

Iroquois Paving Corporation

Name Watseka IL

Principal place of business 1889 E US Hwy 24, PO Box 466

Address

Watseka IL 60970

City, State, Zip Code

#### <u>The Bidder is a:</u>

- X Corporate
- \_\_\_\_\_ Partnership
- Limited Liability Company
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Other (please explain:\_\_\_\_\_\_)

#### **Corporation**

The state of incorporation is: \_\_\_\_\_ Delaware

The registered agent of the corporation in Illinois is:

Name\_\_\_\_\_Iroquois Paving CorporationAddress\_\_\_\_\_1889 E US Hwy 24, PO Box 466

City, State, Zip\_\_\_\_\_ Watseka IL 60970

The Officers of the corporation are:

Joseph A. CowanJohn D. LynchPresidentSecretaryJohn D. LynchJohn D. LynchVice PresidentTreasurer

The Corporation is authorized to do business in the State of Illinois.

### Limited Liability Company

The state of registration is:	
The registered agent of the Limited Liability (	Company in Illinois is:
Name	
Address	
<u>City, State, Zip</u>	
The registered office of the Limited Liability (	Company in Illinois is:
Address	
<u>City. State. Zip</u>	
The managers and members of the Limited L	iability Company are:
Name	Name
Address	Address
City, State	City, State
The LLC is authorized to do business in the S	tate of Illinois
Sole	Proprietorship
The address of the sole proprietor is:	
Address	
City, State	
The sole proprietor transacts business in Illi	nois under the following assumed names:

STATE OF ILLINOIS ) ) SS. COUNTY OF COOK & WILL )

\*NOTE: THIS AFFIDAVIT MUST BE \*COMPLETED BY THE CHIEF OFFICER \*OF THE BIDDER

\*\*\*\*\*\*

\*\*\*\*\*\*

## AFFIDAVIT REGARDING BIDDER AVAILABILITY

The undersigned, \_\_\_\_\_\_Joseph A. Cowan\_\_\_\_, being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards	
						Pending	
County and							
Section No.	See attac	hed Affidavit	of Availabilit	<b>y</b>			
Contract With							
Estimated							
Completion							
Date							
Total Contract							Total
Price							
Uncompleted			Γ				
Dollar Value							

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description				TOTALS

(SIGNATURE)

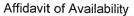
Joseph A. Cowan

(PRINT NAME)

President

(TITLE)

Subscribed and Sworn to before me the 8th day of July AD. 2019 2020 **NOTARY PUBLIC** OFFICIAL SEAL JAYN N REDEKER NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires April 27, 2021



07/08/2020

(Letting date)

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

Illinois Department of Transportation

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#### Part I. Work Under Contract

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	1	2	3	Awards Pending	5	
Contract Number	1860Y26	1861D22	1962C07	62F22	61F81	
Contract With	IDOT	IDOT	IDOT	IDOT	IDOT	
Estimated Completion Date	October 2020	September 2020	October 2020	November 2020	Oct-20	
Total Contract Price	2,478,965.00	3,351,884.00	8,921,986.98	1,692,561.00	\$476,388.75	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,219,125.00	939,961.47	6,573,133.20	1,692,561.00	476,388.75	11,901,169.42
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All V	Vork	11,901,169.42

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

List below the uncompleted dollar value of w subcontracted to others will be listed on the rev company. If no work is contracted, show NONE	erse of this form. In a joint					Accumulated Totals
Earthwork	211,169.00	40,189.20	420,158.10			671,516.30
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	513,311.00	210,770.00	1,515,483.80	1,692,561.00	290,193.75	4,222,319.55
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	193,241.00	81,688.27	347,412.00			622,341.27
Highway, R.R. and Waterway Structures		0.00				0.00
Drainage	297,329.00	34,934.90	730,275.95			1,062,539.85
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Mobilization	83,000.00		108,500.00			191,500.00
						0.00
Totals	1,298,050.00	367,582.37	3,121,829.85	1,692,561.00	290,193.75	6,770,216.97



07/08/2020

(Letting date)

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

Illinois Department of Transportation

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	5	6	7	8	9	
Contract Number	1961F76	2002604		66K27	19-R1018	
Contract With	IDOT	IDOT		IDOT	Villageo of Monee	
Estimated Completion Date	Jul-20	August 2020		August 2020	July 2020	
Total Contract Price	525,868.00	127,527.00		841,960.00	1,338,920.05	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor Uncompleted Dollar Value if Firm is the	163,623.00	127,527.00	0.00	96,797.00	1,338,920.05	13,628,036.47
Subcontractor						0.00
				Total Value of All	Work	13,628,036.47
Earthwork					15,000.00	686,516.30
subcontracted to others will be listed on the i company. If no work is contracted, show NC	reverse of this form. In a DNE.	joint venture, list only the	t portion of the work to be	e done by your		Accumulated Totals
Portland Cement Concrete Paving					15,000.00	
						0.00
HMA Plant Mix					690,000.00	690,000.00
HMA Paving		127,527.00		35,286.50		4,385,133.05
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces					27,000.00	649,341.27
Highway, R.R. and Waterway Structures						0.00
Drainage					22,000.00	1,084,539.85
Electrical						0.00
Cover and Seal Coats						0.00

Totals	0.00	127,527.00	0.00	57,786.50	1,204,000.00	8,159,530.47
						0.00
Mobilization				22,500.00		214,000.00
Other Construction (List)						0.00
Pavement Markings (Paint)						0.00
Demolition						0.00
Cold Milling, Planning & Rotomilling					450,000.00	450,000.00
Signing						0.00
Painting						0.00
Guardrail						0.00
Fencing						0.00

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

Concrete Construction

Landscaping

0.00

0.00



Affidavit of Availability

For the Letting of

07/08/2020

(Letting date)

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

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	10	Awards Pending	Awards Pending	13	14	
Contract Number	66F70	66B04	66D81		2001905	
Contract With	IDOT	IDOT	IDOT		Crete RD	
Estimated Completion Date	July 2020	September 2020	September 2020		Jul-20	
Total Contract Price	1,710,724.00	7,095,505.00	3,941,216.00		\$338,474.95	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	996,931.50	7,095,505.00	3,941,216.00	0.00	338,747.95	26,000,436.92
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All	Work	26,000,436.92

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

List below the uncompleted dollar value of a subcontracted to others will be listed on the re- company. If no work is contracted, show NON	verse of this form. In a jo	d awards pending to be int venture, list only that	completed with your own portion of the work to be	forces. All work done by your		Accumulated Totals
Earthwork	180,373.00					866,889.30
Portland Cement Concrete Paving						0.00
HMA Plant Mix						690,000.00
HMA Paving	146,706.00	6,268,633.00	3,660,327.00		330,805.95	14,791,605.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	131,595.00					780,936.27
Highway, R.R. and Waterway Structures	315,510.00					315,510.00
Drainage	28,667.00	1				1,113,206.85
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	6,850.00					456,850.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Mobilization						214,000.00
						0.00
Totals	809,701.00	6,268,633.00	3,660,327.00	0.00	330,805.95	19,228,997.42

#### Affidavit of Availability

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07/08/2020

(Letting date)

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Illinois Department of Transportation

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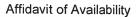
#### Part I. Work Under Contract

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	Awards Pending	16	17	18	19	
Contract Number	66K52	18-00003-00-FP		62J70	66B75	
Contract With	IDOT	Onarga MFT		IDOT	IDOT	
Estimated Completion Date	September 2020	October 2020		September 2020	September 2020	
Total Contract Price	2,599,878.00	909,619.49		1,256,078.37	7,393,021.28	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,599,878.00	909,619.49	0.00	1,256,078.37	7,393,021.28	38,159,034.06
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All	Work	38,159,034.06

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

List below the uncompleted dollar value of v subcontracted to others will be listed on the rev company. If no work is contracted, show NON	verse of this form. In a j	nd awards pending to be oint venture, list only that	completed with your own portion of the work to be	forces. All work done by your		Accumulated Totals
Earthwork		60,000.00				926,889.30
Portland Cement Concrete Paving						0.00
HMA Plant Mix						690,000.00
HMA Paving	2,253,868.08	168,619.49		582,078.37	6,807,021.28	24,603,192.22
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		90,000.00		25,000.00		895,936.27
Highway, R.R. and Waterway Structures						315,510.00
Drainage		400,000.00			25,000.00	1,538,206.85
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		180,000.00				180,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling				250,000.00		706,850.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Mobilization						214,000.00
						0.00
Totals	2,253,868.08	898,619.49	0.00	857,078.37	6,832,021.28	30,070,584.64



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Illinois Department of Transportation

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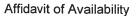
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	20	Awards Pending	22	23	Awards Pending	
Contract Number		87716	62G85	*66E15	62J62	
Contract With		IDOT	IDOT	IDOT	IDOT	
Estimated Completion Date		October 2020	September 2020	September 2020	October 2020	
Total Contract Price		1,295,042.00	1,087,469.20	2,417,273.31	2,130,976.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	0.00	1,295,042.00	1,087,469.20	90,000.00	2,130,976.00	42,762,521.26
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All	Work	42,762,521.20

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

List below the uncompleted dollar value of work for subcontracted to others will be listed on the reverse of company. If no work is contracted, show NONE.	r each contract a f this form. In a j	nd awards pending to be oint venture, list only that	completed with your owr portion of the work to be	forces. All work done by your		Accumulated Totals
Earthwork			100,000.00			1,026,889.30
Portland Cement Concrete Paving						0.00
HMA Plant Mix						690,000.00
HMA Paving		1,208,714.40	575,469.20		1,951,995.00	28,339,370.82
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						895,936.27
Highway, R.R. and Waterway Structures						315,510.00
Drainage			75,000.00			1,613,206.85
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						180,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling			15,000.00			721,850.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Mobilization						214,000.00
						0.00
Totals	0.00	1,208,714.40	765,469.20	0.00	1,951,995.00	33,996,763.24



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	25	26	27	28	29	
Contract Number	87724					
Contract With	IDOT					
Estimated Completion Date	Nov-20					
Total Contract Price	\$495,240.00					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	495,240.00	0.00	0.00	0.00	0.00	43,257,761.26
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All	Work	43,257,761.26

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

List below the uncompleted dollar value of v subcontracted to others will be listed on the rev If no work is contracted, show NONE.	vork for each contract an verse of this form. In a jo	d awards pending to be co int venture, list only that p	ompleted with your own fo ortion of the work to be do	rces. All work one by your company.		Accumulated Totals
Earthwork						1,026,889.30
Portland Cement Concrete Paving						0.00
HMA Plant Mix						690,000.00
HMA Paving						28,339,370.82
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						895,936.27
Highway, R.R. and Waterway Structures	495,240.00					810,750.00
Drainage						1,613,206.85
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						180,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						721,850.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Mobilization						214,000.00
						0.00
Totals	495,240.00	0.00	0.00	0.00	0.00	34,492,003.24



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	27	28	19	30	31	
Contract Number	•					
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	0.00	0.00	0.00	0.00	0.00	43,257,761.26
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All	Work	43,257,761.26
Part II Awarda Banding and Linearmal	ated Meril to be down					•

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

List below the uncompleted dollar value of w subcontracted to others will be listed on the rev If no work is contracted, show NONE.	ork for each contract a erse of this form. In a j	nd awards pending to be joint venture, list only that	completed with your owr portion of the work to be	n forces. All work done by your company.		Accumulated Totals
Earthwork						1,026,889.30
Portland Cement Concrete Paving						0.00
HMA Plant Mix						690,000.00
HMA Paving						28,339,370.82
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						895,936.27
Highway, R.R. and Waterway Structures						810,750.00
Drainage					8	1,613,206.85
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						180,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting		J				0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						721,850.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Mobilization						214,000.00
						0.00
Totals	0.00	0.00	0.00	0.00	0.00	34,492,003.24



Affidavit of Availability

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	32	33	34	35	36	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	0.00	0.00	0.00	0.00	0.00	43,257,761.26
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All	Work	43,257,761.26

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

List below the uncompleted dollar value of wor subcontracted to others will be listed on the rever If no work is contracted, show NONE.	rk for each contract a rse of this form. In a	nd awards pending to be joint venture, list only that	completed with your own portion of the work to be	forces. All work done by your company.		Accumulated Totals
Earthwork						1,026,889.30
Portland Cement Concrete Paving						0.00
HMA Plant Mix						690,000.00
HMA Paving						28,339,370.82
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						895,936.27
Highway, R. R. and Waterway Structures						810,750.00
Drainage						1,613,206.85
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						180,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						721,850.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Mobilization						214,000.00
						0.00
Totals	0.00	0.00	0.00	0.00	0.00	34,492,003.24

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

	1	2	3	Awards Pending	5
Contract Number	1860Y26	1861D22	1962C07	62F22	61F81
Subcontractor	Elmund Nelson	Hooks	Elmund Nelson		J & J Newell
Type of Work	Electrical	Concrete	Electrical		Concrete
Subcontract Price	290,426.00	201,648.00	1,937,352.00		154,160.00
Amount Uncompleted	290,426.00	201,648.00	1,749,577.75		154,160.00
Subcontractor	D Construction	D2K	Divine Cement		TBD
Type of Work	Structure	Striping	Concrete		Traffic Contrl
Subcontract Price	213,000.00	151,035.00	1,018,450.00		6,225.00
Amount Uncompleted	213,000.00	102,402.82	914,308.42		6,225.00
Subcontractor	Industrial Fence	Arteaga	Traffic Control Co.		TBD
Type of Work	Guardrail	Landscaping	Striping		Striping
Subcontract Price	15,649.00	193,419.00	489,000.00		5,810.00
Amount Uncompleted	15,649.00	193,419.00	373,219.35		5,810.00
Subcontractor	RoadSafe		Arteaga		TBD
Type of Work	Traffic		Landscape		Landscape
Subcontract Price	149,000.00		300,824.83		20,000.00
Amount Uncompleted	120,000.00		300,824.83		20,000.00
Subcontractor	Ray Edwards	Homer Tree Serv	CSD		
Type of Work	Drainage	Tree Removal	Soil Testing		
Subcontract Price	92,000.00	4,100.00	59,855.00		
Amount Uncompleted	92,000.00		31,645.00		
Subcontractor	Rulas	Northern Contracting	Midwest Fence		
Type of Work	Concrete	Guardrail	Guardrail		
Subcontract Price	104,000.00	87,931.38	44,450.00		
Amount Uncompleted	104,000.00	74,909.28	44,450.00		
Subcontractor	Arteaga		R&E Midwest		
Type of Work	Landscape		Waterpoofing		
Subcontract Price	97,000.00		37,278.00		
Amount Uncompleted	86,000.00		37,278.00		
Total Uncompleted	921,075.00	572,379.10	3,451,303.35	0.00	186,195.00

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

Type or Print Name: Joseph A. Cowan

Subscribed and sworn to before me

this 7 day of July, 2020.

Notary Public

My commission expires:

04/27/2021

Signed	A Gran	Title
Company:	Iroquois Paving Corporation	

Address: 1889 E. US Highway 24, P.O. Box 466

Watseka, IL 60970

(Notary Se<sup>®</sup>FFICIAL SEAL JAYN N REDEKER NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires April 27, 2021

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

	5	6	7	8	9
Contract Number	1961F76	2002604		66K27	19-R1018
Subcontractor				Work Zone	TBD
Type of Work				TC&P	Striping
Subcontract Price				90,105.00	50,000.00
Amount Uncompleted				9,010.50	50,000.00
Subcontractor	Industrial Fence			Varsity Striping	TBD
Type of Work	Guardrail			Striping	Concrete
Subcontract Price	62,238.00			30,000.00	51,920.05
Amount Uncompleted	62,238.00			30,000.00	51,920.05
Subcontractor	Earthworks				Lavicka
Type of Work	Landscaping				Landscape
Subcontract Price	87,135.00				33,000.00
Amount Uncompleted	87,135.00				33,000.00
Subcontractor	Homer Tree				
Type of Work	Tree Removal				
Subcontract Price	5,951.00				
Amount Uncompleted	5,951.00				
Subcontractor	JEM Traffic				
Type of Work	Traffic Control				
Subcontract Price	4,967.00				
Amount Uncompleted	4,967.00				
Subcontractor					
Type of Work	Striping				
Subcontract Price	3,332.00				
Amount Uncompleted	3,332.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	163,623.00	0.00	0.00	39,010.50	134,920.05

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

Type or Print Name: Joseph A. Cowan

Subscribed and sworn to before me

this 7 day of July, 2020.

Notary Public

04/27/2021

My commission expires:

OFFICIAL SEAL

NOTARY PUBLIC, STATE OF ILLINOIS

Signed:	Officer or Director	Title
Company:	Iroquois Paving Corporation	

Address: 1889 E. US Highway 24, P.O. Box 466

Watseka, IL 60970

My Commission Expires April 27, 2021

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

	10	Awards Pending	Awards Pending	13	14
Contract Number	66F70	66B04	66D81		2001905
Subcontractor	Work Zone	Varsity	Century Asphalt		Lavicka
Type of Work	Traffic	Striping	Incidental HMA		Landscape
Subcontract Price	54,386.00	469,978.00	113,879.00		7,942.00
Amount Uncompleted	54,386.00	469,978.00	113,879.00		7,942.00
Subcontractor	Varsity	Earthworks	ProTack		
Type of Work	Striping	Landscape	LJS		
Subcontract Price	8,135.00	5,719.00	98,800.00		<u></u>
Amount Uncompleted	1,627.00	5,719.00	98,800.00		
Subcontractor	Access Control	181	Work Zone	ĺ	
Type of Work	Guardrail	Guardrail	Traffic Control		
Subcontract Price	30,000.00	76,552.00	60,720.00		
Amount Uncompleted	15,000.00	76,552.00	60,720.00		1997
Subcontractor	Kadilex	Illiana Con.	Work Zone		
Type of Work	Rebar	LJS	Traffic Control		
Subcontract Price	150,973.00	182,758.00	7,490.00		
Amount Uncompleted	75,486.50	182,758.00	7,490.00		
Subcontractor	Hartke	Century			
Type of Work	Const Layout	Agg Shids			
Subcontract Price	20,280.00	64,350.00			
Amount Uncompleted	20,280.00	64,350.00			
Subcontractor	Pro Tack	Work Zone			
Type of Work	Long Jt Seal	Traffic Control			and an
Subcontract Price	6,351.00	27,515.00			
Amount Uncompleted	6,351.00	27,515.00			
Subcontractor	Lavicka				
Type of Work	Landscape				
Subcontract Price	14,100.00				
Amount Uncompleted	14,100.00				
Total Uncompleted	187,230.50	826,872.00	280,889.00	0.00	7,942.00

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

Type or Print Name: Joseph A. Cowan

Subscribed and sworn to before me

this 7 day of July, 2020.

editor

Notary Public

My commission expires:

04/27/2021	
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OFFICIAL SEAL	
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NOTARY PUBLIC, STATE OF ILLINOIS	>
NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires April 27, 2021	2
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Signed:	A Gran	Title
Company:	Iroquois Paving Corporation	
Address:	1889 E. US Highway 24, P.O. Box 466	
	Watseka, IL 60970	

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

	Awards Pending	16	17	18	19
Contract Number	66K52	18-00003-00-FP		62J70	66B75
Subcontractor	Varsity	Lavicka		TBD	ProTack
Type of Work	Striping	Lansdcape		Concrete	LJD
Subcontract Price	140,000.00	11,000.00		175,000.00	189,000.00
Amount Uncompleted	140,000.00	11,000.00		175,000.00	189,000.00
Subcontractor	Century			TBD	TBD
Type of Work	Incidental			Lanscape	Traffic
Subcontract Price	50,350.00			5,000.00	100,000.00
Amount Uncompleted	50,350.00			5,000.00	100,000.00
Subcontractor	Earthworks			TBD	M&J
Type of Work	Landscape			Traffic	Sewer Cleaning
Subcontract Price	12,048.00			50,000.00	50,000.00
Amount Uncompleted	12,048.00			50,000.00	50,000.00
Subcontractor	ProTack			TBD	Access Control
Type of Work	LJS			Loops	Guardrail
Subcontract Price	54,970.92			19,000.00	102,000.00
Amount Uncompleted	54,970.92			19,000.00	102,000.00
Subcontractor	Collins & Hermann			TBD	Varsity
Type of Work	Guardrail			Striping	Striping
Subcontract Price	76,891.00			68,000.00	120,000.00
Amount Uncompleted	76,891.00			68,000.00	120,000.00
Subcontractor	Work Zone			TBD	
Type of Work	Traffic Control			Enviro	
Subcontract Price	11,750.00			10,000.00	
Amount Uncompleted	11,750.00			10,000.00	
Subcontractor				TBD	
Type of Work				LJS	
Subcontract Price				72,000.00	
Amount Uncompleted				72,000.00	
Total Uncompleted	346,009.92	11,000.00	0.00	399,000.00	561,000.00

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

Type or Print Name: Joseph A. Cowan

Subscribed and sworn to before me

this 7 day of July, 2020.

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Notary Public

My commission expires:

04/27/2021	
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X	OFFICIAL SEAL	\$
	(NAMONSON) REDEKER	
	NOTARY PUBLIC, STATE OF ILLINOIS	>
100	My Commission Expires April 27, 2021	2

Signed	A Grown	Title	
Company	Iroquois Paving Corporation		
Address	1889 E. US Highway 24, P.O. Box 466		
	Watseka, IL 60970		

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

	20	Awards Pending	22	23	Awards Pending
Contract Number		87716	62G85	*66E15	62J62
Subcontractor		ProTack	TBD	Access Control	Asphalt Stone
Type of Work		LJS	Landscape	Guardarail	Rumble Strips
Subcontract Price		35,046.00	40,000.00	95,000.00	10,241.00
Amount Uncompleted		35,046.00	40,000.00		10,241.00
Subcontractor		Piggush	TBD	MCS	CSD
Type of Work		Surveying	Rebar	Traffic	Environmental
Subcontract Price		3,200.00	100,000.00	50,000.00	22,000.00
Amount Uncompleted		3,200.00	100,000.00	5,000.00	22,000.00
Subcontractor		Century	TBD	Varsity	ProTack
Type of Work		Incidental HMA	Guardrail	Striping	LJS
Subcontract Price		19,140.00	50,000.00	35,000.00	40,000.00
Amount Uncompleted		19,140.00	50,000.00	35,000.00	40,000.00
Subcontractor		Work Zone	Tbd	Century	Work Zone
Type of Work		Traffic	Environmental	Agg Shids	Traffic
Subcontract Price		3,975.00	120,000.00	100,000.00	8,645.00
Amount Uncompleted		3,975.00	120,000.00	50,000.00	8,645.00
Subcontractor		Varsity	TBD		Precision Pavt
Type of Work		Striping	Striping		Striping
Subcontract Price		24,966.60	12,000.00		53,295.00
Amount Uncompleted		24,966.60	12,000.00		53,295.00
Subcontractor					Northern Contracting
Type of Work					Guardrail
Subcontract Price					44,800.00
Amount Uncompleted					44,800.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	86,327.60	322,000.00	90,000.00	178,981.00

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

Type or Print Name: Joseph A. Cowan

Subscribed and sworn to before me

this 7 day of July, 2020.

Notary Public

04/27/2021

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My commission expires:

Signed:	A GMAn	Title
Company:	Iroquois Paving Corporation	

(NOFFICIAL SEAL JAYN N REDEKER	
JAYN N REDEKER	1
NOTARY PUBLIC, STATE OF ILLINOIS	i i
NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires April 27, 2021	

Watseka, IL 60970

Address: 1889 E. US Highway 24, P.O. Box 466

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

	25	26	27	28	29
Contract Number	87724				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

Type or Print Name: Joseph A. Cowan

Subscribed and sworn to before me

this 7 day of July, 2020.

OFFICIAL SEAL JAXIN SAREDEKER

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires April 27, 2021

04/27/2021

Notary Public

My commission expires:

Signed:	Here Director	Title
Company:	Iroquois Paving Corporation	
Address:	1889 E. US Highway 24, P.O. Box 466	

1889 E. US Highway 24, P.O. Box 466

Watseka, IL 60970

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

	27	28	19	30	31
Contract Number					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

Type or Print Name: Joseph A. Cowan

Subscribed and sworn to before me

this 7 day of July, 2020.

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04/27/2021

Notary Public

My commission expires:

Signed:	Afficer or Director	Title
Company:	Iroquois Paving Corporation	

Address: 1889 E. US Highway 24, P.O. Box 466

Watseka, IL 60970

OFFICIAL SEAL	
JANNAMEDEKER	5
NOTARY PUBLIC, STATE OF ILLINOIS	
My Commission Expires April 27, 2021	

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

	32	33	34	35	36
Contract Number					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

Subscribed and sworn to before me

this 7 day of July, 2020.

Notary Public

My commission expires:

04/27/2021

REFISIAL SEAL	
JAYN N REDEKER	
OTARY PUBLIC, STATE OF ILLINOIS	
ly Commission Expires April 27, 2021	

Type or Print Name:	Joseph A. Cowan	President
Signed:	A Officer or Director	Title
Company:	Iroquois Paving Corporation	
Address	1889 E. US Highway 24, P.O. Box 466	

Watseka, IL 60970

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### **STOP\***

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQURIED DOCUMENTS.

- X 1. BID SECURTIY
- X \_\_\_\_2. BIDDING SCHEDULE
- X \_\_\_\_\_3. BID PROPOSAL, DULY SIGNED & NOT NOTARIZED
- \_\_\_\_\_4. ALL AFFIDAVITS, SIGNED & NOTARIZED

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

### \*(FOR CONSTRUCTION CONTRACTS ONLY)

### **BID RIGGING AND BID ROTATING**

**Section 2.** That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

### NON-COLLUSION

- **Section 2a.** A. No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.
  - B. No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.
  - C. No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.
  - D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.
  - E. This bid is made without the benefit of information obtained in violation of law.

### **Section 3.** The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that the has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.
- **Section 4.** The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

### THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

- **Section 5.** The undersigned will publish a statement:
  - A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
  - B. Specifying the actions that will be taken against employees for violations of this prohibition;
  - C. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:
    - 1. Abide by the terms of the statement; and
    - Notify the aforementioned company of any criminal drug statue conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
  - D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
    - 1. The dangers of drug abuse in the workplace;

- 2. The aforementioned company's policy of maintain a drug free workplace;
- 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;
- F. Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. 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 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.
- **Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:
  - A. Take appropriate personnel action against such employee up to and including termination; or
  - B. Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### TAX COMPLIANCE

- **Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- **Section 8.** The undersigned or the 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 municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

### NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- **Section 9.** The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- **Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin

or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- Section 11. For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or

understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

- **Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.
- Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.
- Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sec, religion or national origin, because of habit, local custom, or otherwise.

### **FELONY**

**Section 15.** Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

### THE AMERICANS WITH DISABILITIES ACT

**Section 16.** As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.

# Cook County Prevailing Wage Rates posted on 5/18/2020

							Over	time			Pension			
Trade Title	Rg	Туре	C	Base	Foreman	M-F	Sa	Su	Hol	H/W		Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD	4	46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL	-	48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL	-	46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD	-	40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION ELECTRICIAN	All	BLD		44.86	47.66	1.5	1.5	2.0	2.0	10.22	13.48	1.25	1.15	0.07
ELECTRIC PWR EQMT OP	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRIC PWR GRNDMAN	All	ALL		41.65	58.40	1.5	1.5	2.0	2.0	9.64	13.82	0.00	2.65	
ELECTRIC PWR LINEMAN	All	ALL	1	53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRICIAN	All	ALL	~	49.35	52.35	1.5	1.5	2.0	2.0	15.69	17.02	1.25	1.48	0.40
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	2
FENCE ERECTOR	All	ALL	1	42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	5
GLAZIER	All	BLD	-	44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	2
IRON WORKER	All	ALL		50.63	52.63	2.0	2.0	2.0	2.0	14.65	23.78	0.00	0.44	
LABORER	All	ALL		43.72	44.47	1.5	5 1.5	5 2.0	2.0	14.99	13.61	0.00	0.90	)
LATHER	All	ALL		48.55	50.55	1.5	5 1.5	5 2.0	2.0	11.79	21.84	0.00	0.73	3
MACHINIST	All	BLD		48.93	51.43	1.5	5 1.5	5 2.0	2.0	7.68	8.9	5 1.85	5 1.32	2
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	5 1.5	5 2.0	2.0	10.85	5 17.60	6 0.00	0.52	2
MARBLE MASON	All	BLD		46.03	50.63	1.5	5 1.5	5 2.0	2.0	10.85	5 18.70	3 0.00	0.64	1
MATERIAL TESTER I	All	ALL		33.72	2	1.5	5 1.5	5 2.0	2.0	14.99	9 13.6	1 0.00	0.90	D
MATERIALS TESTER II	All	ALL		38.72	2	1.5	5 1.5	5 2.0	2.0	14.99	9 13.6	1 0.00	0.90	כ
MILLWRIGHT	All	ALL		48.55	5 50.55	5 1.5	5 1.5	5 2.0	2.0	11.7	9 21.8	4 0.00	0.7	3
OPERATING ENGINEER	All	BLD	1	51.10	55.10	) 2.(	2.0	2.0	2.0	20.50	) 16.8	5 2.00	0 1.6	5
OPERATING ENGINEER	All	BLD	2	2 49.80	55.10	) 2.(	2.0	2.0	0 2.0	20.5	16.8	5 2.00	0 1.6	5
OPERATING ENGINEER	All	BLD	3	3 47.25	5 55.10	) 2.(	0 2.(	0 2.0	0 2.0	20.5	D 16.8	5 2.0	0 1.6	5
OPERATING ENGINEER	All	BLD	4	45.50	55.10	) 2.(	0 2.0	0 2.	0 2.0	20.5	0 16.8	5 2.0	0 1.6	5
OPERATING ENGINEER	All	BLD	Ę	5 54.8	5 55.10	) 2.(	0 2.0	0 2.	0 2.	20.5	0 16.8	5 2.0	0 1.6	5
OPERATING ENGINEER	All	BLD	6	52.10	55.1	2.0	0 2.	0 2.	0 2.	0 20.5	0 16.8	5 2.0	0 1.6	5

OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	****
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	6	38.00	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
ORNAMENTAL IRON WORKER	All	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25	
PAINTER	All	ALL		47.30	53.21	1.5	1.5	1.5	2.0	12.01	12.74	0.00	1.87	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	na oʻrangahili qalar nya naga ang
SHEETMETAL WORKER	All	BLD		45.50	49.14	1.5	1.5	2.0	2.0	11.70	25.58	0.00	0.86	ang
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.40	3.75	0.00	0.00	
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65	
STEEL ERECTOR	All	ALL		42.07	44.07	2.0	2.0	2.0	2.0	13.45	19.59	0.00	0.35	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	*********
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30	4944 - 1948 - 196 - 199 - 199 - 1994 - 19
TRUCK DRIVER	E	ALL	1	36.45	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	E	ALL	2	36.70	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	Ε	ALL	3	36.90	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	1000 - 660 m 600 m 60 m 60 m 60 m 60 m 60
TRUCK DRIVER	E	ALL	4	37.10	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	lggar ann fan Thairmei ar bhur 18
TRUCK DRIVER	W	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	atau un atomique anticidente

TRUCK DRIVER	W	ALL	2	37.51	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	3	37.71	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	4	37.91	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TUCKPOINTER	All	BLD	-	46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

### <u>Legend</u>

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

**Explanations COOK COUNTY** 

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver, Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor, Concrete Paver over 27E cu. ft.; Concrete Placer, Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper, Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator, Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor, Gradall and machines of like nature.

#### **OPERATING ENGINEER - FLOATING**

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

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#### TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

### VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and <u>Iroquois Paving Corporation</u> (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed \_\_\_\_\_\_\_\_ Dollars (\$ \_\_\_\_\_\_). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
- 3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
- 4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
- 5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
- 12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
- 14. This Contract may only be amended by written instrument approved and executed by the parties.
- 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
- 16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
- 17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
- 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
- 23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

## **CERTIFICATIONS BY CONTRACTOR**

## Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned	Joseph A. Cowan	, as	President	and on behalf
	(Name)		(Title)	
of Iroquois Pa	ving Corporation	having be	en duly sworn under	r oath certifies that:
(Contractor)				

## **Business Organization**

The form of business organization of the Contractor is (check one):

Sole Proprietor or Partnership	LLC
X Corporation	Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

De	laware;	August	1,	1979	

Authorized to do business in the State of Illinois:

Describe supporting documentation attached: Secretary of State Certification

Federal Employer I.D. #: 37-1064328

Social Security # (if an individual or sole proprietor): \_\_\_\_\_N/A\_\_\_\_\_

Yes [X] No []

 Registered with Illinois Department of Revenue:
 Yes [X] No []

 Describe supporting documentation attached (if "No," explain):
 IDHR Letter

 Registered with Illinois Department of Employment Security:
 Yes [X] No []

 Describe supporting documentation attached (if "No," explain):
 0639395 - IDES Registration Number

 Tax liens or tax delinquencies
 Yes [X] No []

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes [] No [X]

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

## **EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes [x] No []

## **Employee Classification**

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A []Yes [X] No []

## **Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes [X] No []

		Date	Current	
License	Number	Issued	Expiration	Holder of License
SEE ATTACHED CERT	\$			

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

 $\frac{X}{\text{bid or}}$  Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

 $\underline{x}$  Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

Form C Additional Information (if required)

X KCertificate of Good Standing

(or other evidence of compliance with laws pre-requisite to doing business in the state)

 $X \stackrel{\text{(I)}}{=} Illinois Department of Revenue registration$ 

X Illinois Department of Employment Security registration

X Standards of Apprenticeship/Apprentice Agreements

 $\times$  Substance Abuse Prevention program (or applicable provision from CBA in effect)

X Written Safety Policy Statement signed by company representative

\_ OSHA cards evidencing 10-hour or greater safety program completed, if requested

× AW Workers' Compensation Coverage

X Professional or Trade Licenses

## **Eligibility to Contract**

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Iroquois Paving Corporation

Name of Contractor (please print)

Submitted by (signature)

President

Title

## Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Iroquois Paving Corporation

Name of Contractor (please print)

Submitted by (signature)

President

Title

## Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Iroquois Paving Corporation Name of Contractor (please print)

Submitted by (signature)

President

Title

## **Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Iroquois Paving Corporation

Submitted by (signature)

Name of Contractor (please print)

President

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Iroquois Paving Corporation Name of Contractor (please print)

Submitted by (signature)

President

Title

## Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Iroquois Paving Corporation
Name of Contractor (please print)

Submitted by (signature)

Title

President

## Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Iroquois Paving Corporation

Submitted by (signature)

Name of Contractor (please print)

President

Title

[Signature Page to Follow]

CONTRACTOR NAME			
BY:	AAConan		
Printed Name:	Joseph A. Cowan		

7/8/2020 Date

Title: President

## VILLAGE OF TINLEY PARK

BY:

Jacob C. Vandenberg, Village President (required if Contract is \$20,000 or more)

ATTEST:

Village Clerk

(required if Contract is \$20,000 or more)

## VILLAGE OF TINLEY PARK

BY:\_

Village Manager

Date

Date

Date

## **SCOPE OF SERVICES**

Attached Scope of work for this project consists of the HMA pavement removal and replacement, pavement patching, curb and gutter removal and replacement, pavement striping and any incidental work required to complete the project. The Work shall be substantially completed as described in these special provisions.

Proposal Title: VILLAGE OF TINLEY PARK FY2021 Municipal Parking Lot Improvements

Dated: June, 2020

## Exhibit B

## **INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

(To be provided by Contractor prior to Award of Contract)

## Form A

## Subcontractors, if any, who will Perform Work on this Project

Name	Address	Work to be Performed
To be determin	ed after award of contract	
<b></b>		

## Form B

## Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I); Individual's trade classification (indicate apprenticeship status where appropriate); Employee (E) is covered under Contractor's current workers' compensation (WC) policy; Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
To be determined after award	of contra	ct		
			6 Ministration of states (	

#### Form C <u>Additional Information Required</u> If this is to be the first Contract with the Village Contractor shall complete it

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

Public Body/	Reference Name/	Original Price/	Call a carta atoms
Project Name/Year	Phone #	Final price	Subcontractors
N/A - Not first contrac	ct with the Village of Tinley F	Park	
		· · · · · · · · · · · · · · · · · · ·	
	6 - 1 Se 1 - 1		

## Item II:

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
N/A			



## To all to whom these presents Shall Come. Greeting:

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THIS STATE, duly signed and verified of IROQUOIS PAVING CORPORATION incorporated under the laws of the State of DELAWARE has been filed in the Office of the Secretary of State as provided by The "Business Corporation Act" of Illinois, in force July 13, A.D. 1933.

)

Now Therefore, I, ALAN J. DIXON, Secretary of State of the State of Allinois by virtue of the powers vested in me by law, do hereby issue this certificate and attach thereto a copy of the Application of the aforesaid corporation.

In Testimony Mherrof, I heretoset my hand and cause to be affixed the Great Seal of the State of Illinois, 7th

Done at the City of Springfield this\_ August day of\_ and of the Independence of the United States the two hundred and

SECRETARY OF STATE P.O. LG Arguins Paringlu 29R2915 45

#### Casey Cowan

From:	IDHR.PublicContracts < IDHR.PublicContracts@Illinois.gov>
Sent:	Wednesday, November 7, 2018 12:23 PM
То:	Casey Cowan
Subject:	Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

# Human Rights

Bruce Rauner, Governor Janice Glenn, Director

IDHR #:	95301-00	
Date Eligible:	11/06/2018	
Expires on:	11/06/2023	

JOSEPH A. COVAN PRESIDENT IROQUOIS PAVING CORPORATION P.O.BOX 466 WATSEKA, IL 60970

## **CONFIRMATION OF EXISTING/RENEWAL REGISTRATION**

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

- 1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
- 2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
- 3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
- 4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

#### IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942 535 West Jefferson Street, 1<sup>st</sup> Floor, Springfield, IL 62702, (217) 785-5100 2309 West Main Street, Marion, IL 62959 (618) 993-7463 www.state.il.us/dhr

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

Will/Cook

## Apprenticeship or Training Program Certification

Return with Bid

Illinois Department

of Transportation

County Local Agency Section

Route

## All contractors are required to complete the following certification:

For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

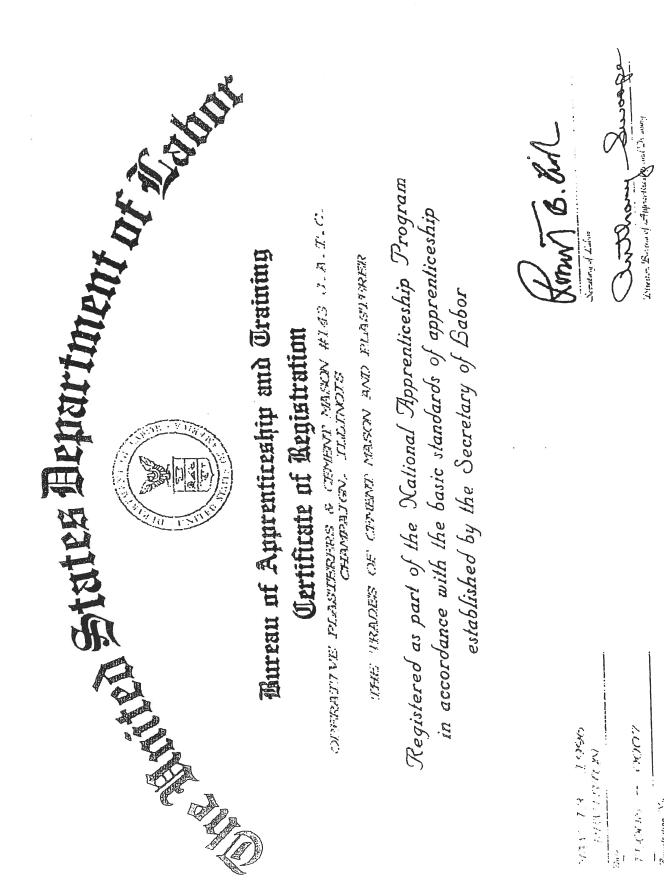
Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers - Chicagoland Laborers' JATC; Iron Workers - Local 63 JATC; Finishers -
Operative Plasterers & Cement Mason JATC; Carpenters - Int'l Apprenticeship &
Training Fund; Operators - Eng Local 150 Program Teamsters - Jt Council Training
& Apprenticeship Program

the mantane Brates Benefit Administrates, Approxiceship Training, Employer and Babar Vervices Office of Apprenticeship Araining, Hmployer and Uabor Services Lunge Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship X.J. Ches - man Brind Aureau of Apprenticeship and Training established by the Secretary of Dabor Secretary of Babar Chicagoland Laborers' J.A.T.C. Carol Stream, Illinois Por the Trade - Construction Craft Laborer Certificate of Registration April 12. 1999 Date REVISED August 13, 2004 1017990001 The second second Registration Xa.

ATTEN STATE Kurth alage My de Director. Buren of atppication way and Dirany **Gon the Incide of Structural-Steel Worken** Registered as part of the National Apprenticeship Program - House in accordance with the basic standards of apprenticeship Dron Workers Local 46 J.A.T.C. Program Springfield, Illinois resterny of Linford Tureau of Apprenticeship and Training established by the Secretary of Babor November 8, 2000 1L0060090



Regulation No

XLICE afage of flow Dreedon Bureau of Appresities of wed Trunny Mid-Central Illinois Regional Council of Carpenters J.A.7.C. Dekin, Illinois Are Trades of Cabinet Maker, Carpenter, Aloor Layer and Milluright Registered as part of the National Apprenticeship Program ---in accordance with the basic standards of apprenticeship Scorwary of Labor Wureau of Apprenticeship and Training established by the Secretary of Babor Certificate of Acgistration Revised September 12, 2001 10060030 Reditionen No

Administrator, Approntication Training, Cappleyer and Baber Vervice Por the Trades - Construction and Building Inspector (Soil/Asphalt Gield Technician), (Concrete/Masoury Dield Technician), (Steel/Welding/Gireprogling Pield, Technician), (Master Gield Jechnician) Megistered as part of the National Sippirentincesting of 2007 Office of Apprenticeship Training, Amployer and Ashor Services The man sature and the sature Aurope in accordance with the basic standards of apprenticeship SLJ. Ches Operating Engineers Local 150 Apprenticeship Program Plainfield, Illinois Qureau of Apprenticeship and Craining man established by the Secretary of Babor Secretary of Babar Certificate of Registration TIMENT OF September 1, 2005 JL004050005 Republication No.

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Walter Manufacture as a start of the second lehnisitiraha, Naparantirentega Iraining, Cunpakyer and Bebar Varuicu Office of Apprenticeship Araining, Amployer and Uahur Services Linge Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprentices hip X.J. Ches Aureau of Apprendiceship and Training Ind Bril established by the Secretary of Babor Operating Engineers Local #150 Plainfield, Illinois Por the Trade of Operating Engineer Certificate of Registration Noviember 5, 2002 ET1087800 1C N TO Registration Da

## **IROQUOIS PAVING CORPORATION**

1889 E. US Highway 24 P.O. Box 466 Watseka, IL 60970-0466 (815) 432-5211 Fax (815) 432-5234

To Whom It May Concern:

It is the policy of Iroquois Paving Corporation to meet its safety and health responsibilities and to constantly strive to maintain a safe working environment on all construction and maintenance projects and in all offices.

Cost-effective and site-sensitive plans are as important to you, as a subcontractor, as they are to us. The personal safety of all of our employees and associates is paramount, and the wearing of appropriate personal protection equipment at all times is mandatory.

I urge you to give special attention to section 4 (c) of your subcontractor agreement with Iroquois Paving Corporation.

I am looking forward to working with you in the safety effort.

Respectfully,

**IROQUOIS PAVING CORPORATION** 

tomer

Ted Horner Safety Manager



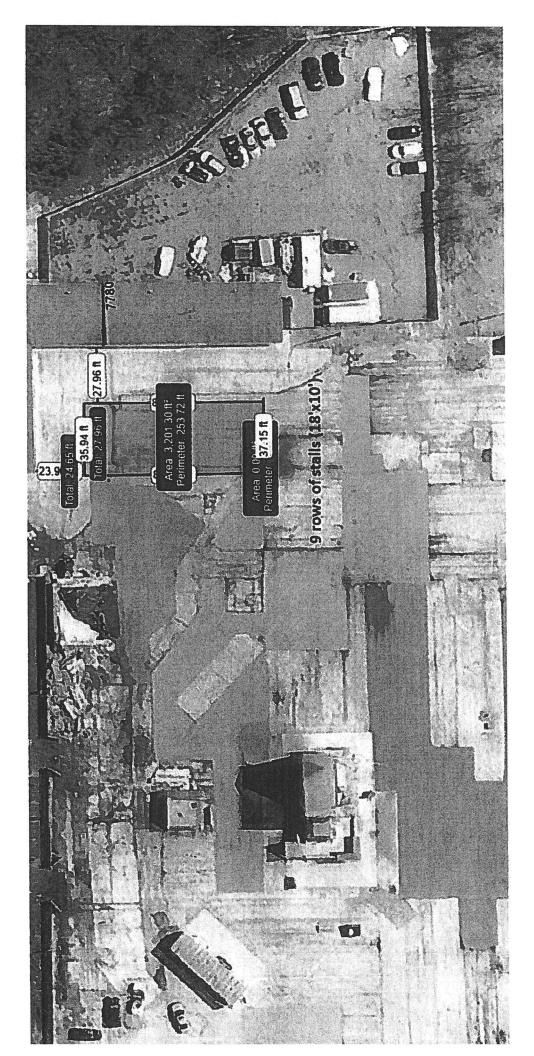
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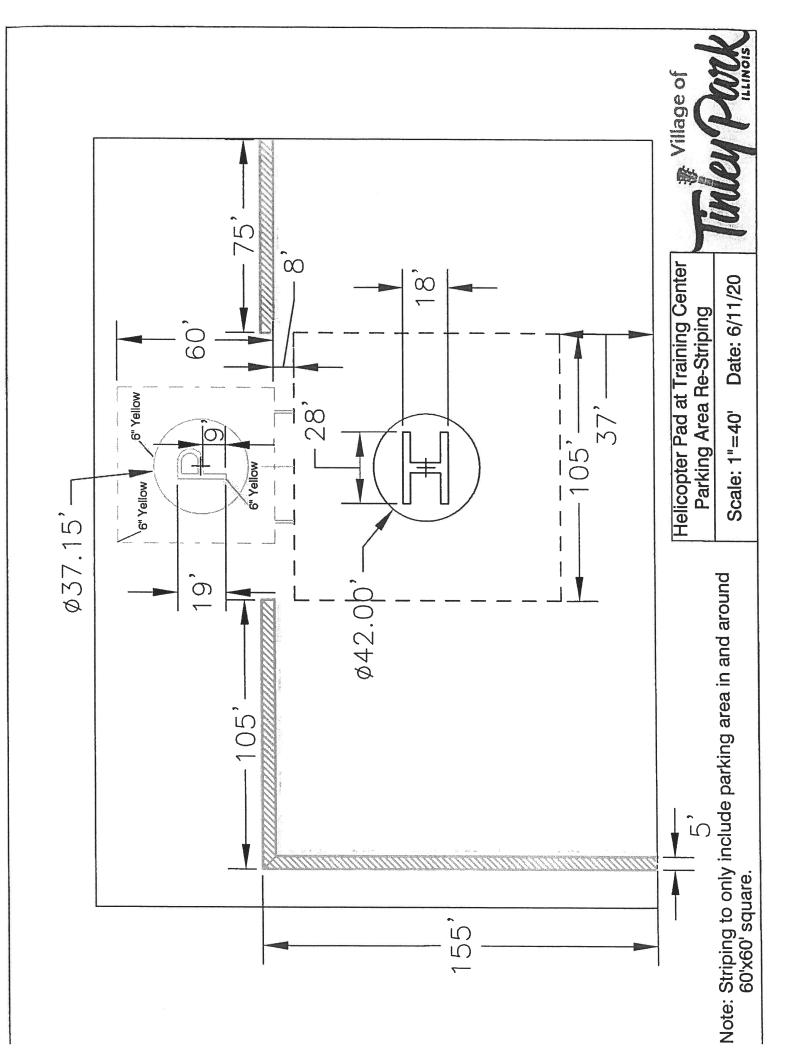
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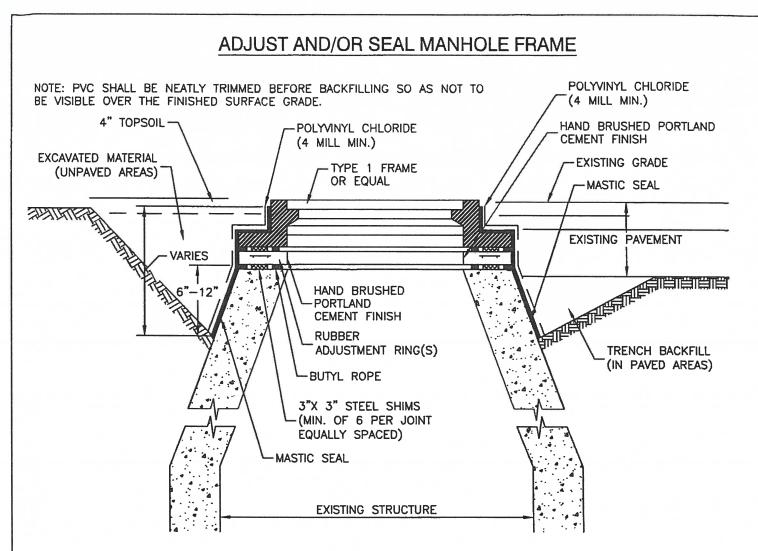
CER	IFICATE OF LI	ADILITING	URAN		
THIS CERTIFICATE IS ISSUED AS A MATT CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND THE	OR NEGATIVELY AMENI CE DOES NOT CONSTIT	D, EXTEND OR ALT	ER THE CO	VERAGE AFFORDED BY	THE POLICIES
IMPORTANT: If the certificate holder is an If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the co	he terms and conditions o	of the policy, certain	policies may	NAL INSURED provisions of require an endorsement.	r be endorsed. A statement on
PRODUCER		CONTACT Holli Sch			
J.L. Hubbard Insurance and Bonds	NAME: PHONE (A/C, No, Ext): (217) 877-3344 3244 FAX (A/C, No): (217) 877-0795				
1090 South Route 51 Forsyth, IL 62535		E-MAIL ADDRESS: hschorey@jlhubbard.com			
		ADDRESS: INCOMON			
		INSURER A : West B	NAIC #		
INSURED	INSURER B : Great A	16691			
Iroquois Paving Corporation & Interstate Asphalt LLC		INSURER C :	10091		
P. O. Box 466					
Watseka, IL 60970-0466		INSURER D :			
		INSURER E :			
COVERAGES CERTIFICA					
THIS IS TO CERTIFY THAT THE POLICIES OF	TE NUMBER:			REVISION NUMBER:	
INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	EMENT, TERM OR CONDITI IN, THE INSURANCE AFFO ES. LIMITS SHOWN MAY HAV	ON OF ANY CONTRA RDED BY THE POLIC	CT OR OTHEF	R DOCUMENT WITH RESPECT ED HEREIN IS SUBJECT TO A	TO WHICH THIS
INSR TYPE OF INSURANCE ADDL SU	JBR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$	1,000,000
CLAIMS-MADE X OCCUR	0576288			DAMAGE TO RENTED PREMISES (Ea occurrence) \$	200,000
X XCU Included	Λ.			MED EXP (Any one person) \$	5,000
	$\Lambda \Lambda$			PERSONAL & ADV INJURY \$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$	2,000,000
POLICY X PRO- JECT LOC	AMPL			PRODUCTS - COMP/OP AGG \$	2,000,000
OTHER:		$\mathbf{h}$		s	
A AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
X ANY AUTO	0576288	S O		BODILY INJURY (Per person) \$	
OWNED SCHEDULED AUTOS		° ON		BODILY INJURY (Per accident) \$	
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			1.	PROPERTY DAMAGE (Per accident) \$	
				(reraccident) \$	
A X UMBRELLA LIAB X OCCUR				EACH OCCURRENCE \$	8,000,000
EXCESS LIAB CLAIMS-MADE	0576288			AGGREGATE \$	8,000,000
DED X RETENTION \$ 0				¢	
A WORKERS COMPENSATION				X PER OTH- STATUTE ER	
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	0576289			E.L. EACH ACCIDENT \$	500,000
ANY PROPRIETOR/PARTNER/EXECUTIVE N A (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$	500,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$	500,000
B Pollution Liability	CSE211137208			Limit	2,000,000
A Rented Equipment	0576288			Limit	1,477,500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AC	ORD 101, Additional Remarks Sche	edule, may be attached if mo	re space is requi	red)	
CERTIFICATE HOLDER	CANCELLATION				
Example		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
		AUTHORIZED REPRESENTATIVE			
		SifA. Met.			
		Ching. M.	- him		

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## Section 4







TO BE USED ON: RAISE MANHOLE FRAME, ADJUST AND/OR SEAL MANHOLE FRAME, REPLACE FRAME, AND INSTALL GASKET SEAL COVER.

#### NOTE:

- 1) STEEL SHIMS SHALL BE 1/8" LESS IN HEIGHT THAN THE BUTYL ROPE TO ALLOW FOR COMPRESSION AND SEATING OF THE BUTYL ROPE. THE FRAME AND RUBBER ADJUSTMENT RING(S) SHALL BE POSITIVELY POSITIONED AND SECURELY FASTENED AND SHALL MATCH THE SURFACE GRADE AND SLOPE, AND PREVENT MOVEMENT UNDER TRAFFIC LOADING.
- 2) STEEL SHIMS SHALL NOT BE USED TO ADJUST THE HEIGHT OF THE FRAME MORE THAN 15/16 INCH. ADJUSTMENTS EQUAL TO OR GREATER THAN 1 INCH, AND LESS THAN 2 INCHES REQUIRE 1 INCH ADJUSTING RINGS.
- 3) THE CONTRACTOR SHALL USE THE LARGEST (IN HEIGHT) COMMERCIALLY AVAILABLE ADJUSTMENT RINGS, MINIMIZING THE NUMBER OF ADJUSTMENT RINGS USED TO ATTAIN THE DESIRED ELEVATION. MAXIMUM ADJUSTMENT RING HEIGHT IS 12 INCHES. NO MORE THAN THREE (3) ADJUSTING RINGS WILL BE PERMITTED.
- 4) STEEL SHIMS ARE TO BE USED ONLY ON MANHOLES IN PAVED AREAS, STREETS, ALLEYS, SIDEWALK, DRIVEWAYS, ETC. STEEL SHIMS ARE NOT REQUIRED IN PARKWAY AREAS.



