

PROJECT MANUAL
FOR
2014 VILLAGE PARKING LOTS
IMPROVEMENT PROJECT

CONTRACT NO. PW14-0059



VILLAGE OF VILLA PARK
VILLA PARK, ILLINOIS

ENGINEERING DIVISION
20 SOUTH ARDMORE AVENUE
VILLA PARK, ILLINOIS 60181-2696
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OCTOBER 2014

BIDDING AND CONTRACT DOCUMENTS

FOR

2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT

VILLAGE OF VILLA PARK

OCTOBER 2014

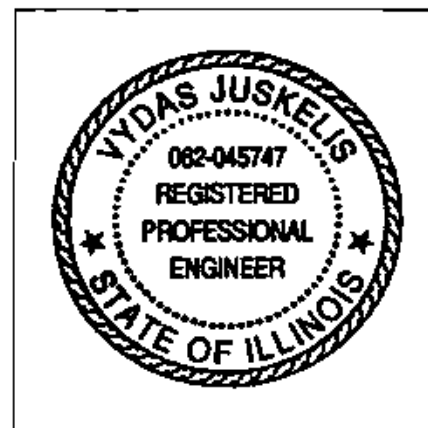
I hereby certify that these Contract Documents were prepared under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Illinois.

Signature: *Vydas Juskelis*

Date: 10/24/2014

License No.: 062-045747

Expiration: 11/30/2015



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OF
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PROJECT MANUAL
FOR
2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT

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ADVERTISEMENTS FOR BIDS



OWNER COPY

CONTRACT



SECTION 00030
ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
Friday, October 24, 2014

PROJECT: 2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT

This project consists of pavement improvements at two Village parking lots: the Community Development parking lot at 325 East North Avenue (approximately 1,150 square yards); and the Fire Station #2 parking lot at 102 West Plymouth Street (approximately 900 square yards). The project includes the hot-mix asphalt overlay of both parking lots, pavement patching, and other related and incidental work.

BID DEADLINE: TUESDAY, NOVEMBER 11, 2014, 10:00 A.M. LOCAL TIME

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Separate, sealed proposals for the **2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT** will be received by the Village of Villa Park, Illinois, at the reception desk of the Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud at the offices of the Public Works Department. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

Proposals shall be submitted in accordance with the Contract Documents prepared by the Village of Villa Park, Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181.

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable Federal, State and local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the determination of the Village as to Bidder's compliance and qualifications.

BID SECURITY: Bid security in the amount of not less than five percent (5%) of the Bid shall accompany each Bid in accordance with the Instructions to Bidders.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

RIGHTS RESERVED: The Village reserves the right to reject any and all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an

informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

WAGE RATES: The CONTRACTOR shall be required to pay not less than the prevailing wage rates on the project as established by the Village. Copies of these wage rates are on file in the office of the Public Works Department and incorporated in the Contract Documents.

CONTRACT DOCUMENTS: The Bidding Documents are on file for inspection at the office of the Public Works Department, 11 West Home Avenue, Villa Park, Illinois and may also be obtained from the office listed above for a non-refundable fee of twenty dollars (\$20.00).

**PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, ILLINOIS,
DU PAGE COUNTY.**

BY:



Vydas Juskelis, P.E.
Director of Public Works

INSTRUCTIONS TO BIDDERS

SECTION 00100
INSTRUCTIONS TO BIDDERS

SPECIAL NOTICE TO BIDDERS.

The **2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT** consists of, as described in **Section 01010 "Summary of Work"**, Part 1 - GENERAL, 1.01 PROJECT DESCRIPTION.

This project consists of pavement improvements at two Village parking lots: the Community Development parking lot at 325 East North Avenue (approximately 1,150 square yards); and the Fire Station #2 parking lot at 102 West Plymouth Street (approximately 900 square yards). The project includes the hot-mix asphalt overlay of both parking lots, pavement patching, and other related and incidental work.

ARTICLE 1. Defined Terms.

Terms used in these instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract EJCDC C-700 have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2. Copies of Bidding Documents.

2.01. Complete sets of the Bidding Documents in the number and for the non-refundable fee stated in the Advertisement for Bids may be obtained from the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, during normal working hours.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. Qualifications of Bidders.

3.01. Bidders shall comply with all applicable Federal, State and local laws and requirements, and shall further meet the qualifications prescribed in this and other sections of these specifications.

3.02 Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable Federal, State and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other sections of these specifications. OWNER'S determination as to the compliance and qualifications of the Bidder shall be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

3.03. Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by OWNER, submit such written evidence within five (5) calendar days of OWNER'S request, as well as any other written evidence which OWNER may deem necessary for the purpose of evaluating Bidder's qualifications.

3.03.01. Bidder shall be qualified to do business in the State of Illinois.

3.03.02. Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).

3.03.03. Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.

3.03.04. Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.

3.03.05. Bidder shall be able to provide a list of the property and equipment available to the Bidder.

3.03.06. Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.

3.03.07. Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.

3.03.08. Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees OWNER may contact for the purpose of verifying Bidder's performance and references.

3.03.09. Bidder shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been employed by Bidder as employees.

3.03.10. Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.

3.03.11. Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.

3.03.12. Bidder shall be able to provide a list of Contracts defaulted.

3.03.13. Bidder shall be able to provide a statement indicating whether or not Bidder has ever filed bankruptcy.

3.03.14. Bidder shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.

3.03.15. Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.

3.03.16. Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.

3.03.17. Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.

3.03.18. Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.

3.03.19. Bidder shall be able to provide such other information as may assist OWNER in determining whether the Bidder is adequately prepared to fulfill the Contract.

3.04. These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow OWNER to obtain sufficient information about Bidder's financial state, available equipment, personnel, and previous work experience so that OWNER may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

ARTICLE 4. Examination of Contract Documents and Site.

4.01. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract documents. BIDDERS shall satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be performed.

4.02. No explorations or tests of subsurface conditions of any type have been undertaken at any site where work is to take place as a part of the Project. Bidders shall be responsible for scheduling, permitting and conducting any explorations or tests of subsurface conditions they deem necessary for evaluating or completing the Work set forth herein as a part of this Contract.

4.03. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such underground facilities or others, and OWNER does not assume responsibility for the accuracy of completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.04. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions.

4.05. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.06. On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.07. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures, if required, are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents. Temporary construction easements, if required, are to be obtained and paid for by OWNER.

4.08. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques,

sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.09. The Engineer for this project is the Village of Villa Park, Public Works Department, 11 West Home Avenue, Villa Park, Illinois 60181; Phone: (630) 834-8505, Fax: (630) 834-8509, E-mail: publicworks@invillapark.com.

4.10. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

ARTICLE 5. Interpretations and Addenda.

5.01. All questions about the meaning or intent of the Contract documents are to be directed in writing to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than two (2) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will not be given, except as part of any pre-bid conference, or, if given, will be without legal effect.

5.02. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 6. Bid Security.

6.01. Each Bid shall be accompanied by a BID BOND made payable to OWNER in an amount not less than five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions.

6.02. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. The Bid Bonds of the three lowest responsible BIDDERS, including the apparent Successful Bidder, will be retained until the apparent Successful Bidder has executed a Contract and furnished the required contract security, whereupon the Bid Bonds will be returned. If the apparent Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) calendar days after the Notice of Award is issued by OWNER, OWNER may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited. When the Agreement is executed, the bonds of

the two remaining unsuccessful BIDDERS will be returned.

ARTICLE 7. Contract Time.

The number of days within which, or the dates by which the Work is to meet the requirements for Substantial Completion as set forth in Paragraph SC 14.04 of the Supplementary Conditions, and also the number of days within which, or the dates by which the Work is to meet the requirements for Final Completion and be ready for final payment in accordance with Paragraph 14.07 of the General Conditions, (the Contract Time) are set forth in the Contract. **The Work shall meet the requirements for Substantial Completion within twenty-one (21) calendar days. The Work shall meet the requirements for Final Completion within thirty (30) calendar days.**

ARTICLE 8. Liquidated Damages.

Provisions for liquidated damages are set forth in the General or Supplementary Conditions, Bid Form and Contract.

ARTICLE 9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the specifications. Neither OWNER nor CONTRACTOR shall limit materials or equipment to only brand name products. Non-brand name materials or equipment of equal specification ("or-equal" items) do qualify and are acceptable. ENGINEER shall have sole discretion in determining whether a non-brand name product is of equal specification. Whenever CONTRACTOR wishes to substitute an "or-equal" item of material or equipment for a brand name item specified, CONTRACTOR shall make written application to ENGINEER requesting approval of such substitution. Such written application will not be considered by ENGINEER until after the Effective Date of the Contract. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraphs 6.05 of the General Conditions and may be supplemented in the General Requirements and other portions of these specifications.

ARTICLE 10. Subcontractors, Suppliers and Others.

10.01. If OWNER requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Contract, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) calendar days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each

such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation have reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.06.B of the General Conditions.

10.02. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

ARTICLE 11. Bid Form.

11.01. The Bid Form is included with the Bidding Documents. Additional copies, if needed, may be obtained from ENGINEER.

11.02. All BIDS shall be submitted on the required BID form. All blank spaces for BID prices shall be filled in, in ink, by typewriter, or by computer methods, and the BID form shall be fully completed, including Alternate Bid Items, if any, and Schedule of Prices, and executed when submitted. Only one copy of the BID form is required.

11.03. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.04. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.05. All names must be typed or printed below the signature.

11.06. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.07. The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 12. Submission of Bids.

12.01 Bids shall be submitted at the time and place indicated in, and according to, the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project name, name and address of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it, and addressed to the Village of Villa Park, Public Works Department, 20 South Ardmore Avenue, Villa Park, Illinois 60181.

ARTICLE 13. Modification and Withdrawal of Bids.

13.01. Bids may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids any time prior to opening of Bids. Such notice shall be in writing over the signature of the Bidder or by fax; if by fax written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be worded so as not to reveal the amount of the original Bid. Should there occur any reason or reasons why the contract cannot be awarded within the specified period; the time may be extended as mutually agreed upon in writing by OWNER and the BIDDER.

13.02. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders and other requirements as applicable.

13.03. After the Bid opening, no Bid may be modified, withdrawn, or cancelled by the Bidder during the time period noted in Article 15 without consent of the OWNER.

13.04. Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15. Bids to Remain Subject to Acceptance.

All bids will remain subject to acceptance for ninety (90) calendar days after the date of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date. The Acceptance period may be extended up to an additional ninety (90) calendar days upon written notice to all bidders by the OWNER.

ARTICLE 16. Award of Contract.

16.01. OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet; any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.02. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such information as unit prices, total bids, alternates, and other data, as may be requested in the Bid form or prior to the Notice of Award. OWNER reserves the right to use, at its sole discretion, the Base Bid, or the Base Bid in combination with any or all Alternate Bids, to determine the lowest responsive bidder.

16.03. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.04. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

16.05. If a Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of OWNER and the Project.

16.06. If a Contract is to be awarded, OWNER will issue to the Successful Bidder a Notice of Award within ninety (90) calendar days after the date of the Bid Opening.

ARTICLE 17. Contract Security.

A Performance BOND and a Payment BOND, each in the amount of one-hundred percent (100%) of the CONTRACT PRICE, with corporate sureties approved by the OWNER, shall be required and shall be conditioned upon the proper and faithful performance by the Contractor of the work specified in accordance with the Contract. Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to Performance and Payment Bonds.

When the Bidder to whom a Contract is awarded delivers the required number of executed counterparts of the Contract to OWNER, those counterparts shall each be accompanied by the required Performance and Payment Bonds.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS shall file with each BOND a certified and effective dated copy of their power of attorney.

Should any Change Orders be necessary and should the revised CONTRACT PRICE following execution of any Change Order exceed the bonded amount, the amounts of the Performance BOND and the Payment BOND shall be increased to match or exceed the revised CONTRACT PRICE. The costs of such increases shall be considered incidental to the Contract.

ARTICLE 18. Signing of Contract.

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Contract and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

ARTICLE 19. Wage Rates.

Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State of Illinois and Federal governments. There shall be paid each employee engaged in Work under this Contract with respect to the Project, no less than the prevailing rate of wages, which prevailing rate shall include both hourly cash wages plus fringe benefits, for the classifications of labor employed in compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., ("the Act") as now existing or hereafter amended. A copy of "General Prevailing Hourly Rates" is hereinafter included.

CONTRACTOR shall pay prevailing wages at rates not less than those prevailing under the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

In accordance with 820 ILCS 130/05, CONTRACTOR and each Subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, workers and mechanics employed by them on the Project. Such records shall include each worker's full name, street or mailing address, telephone number when available, full social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

CONTRACTOR and each Subcontractor shall submit at least monthly and in person certified payrolls to OWNER. The certified payrolls shall consist of a complete copy of the records. The certified payrolls shall be accompanied by statements signed by CONTRACTOR or Subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two (2) business days' notice, CONTRACTOR and each Subcontractor shall make available for inspection the records to OWNER, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within the State of Illinois. CONTRACTOR and each Subcontractor shall permit his or her employees to be interviewed on the job, during working hours, by OWNER, its agents, or agents of the Department of Labor.

ARTICLE 20. Sales and Use Taxes.

OWNER is exempt from ILLINOIS State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

ARTICLE 21. Equal Employment Opportunity Requirements.

21.01. In connection with the performance of Work under this Contract, CONTRACTOR agrees, and shall require his Subcontractors to agree, that employers shall not discriminate against or intimidate, directly or indirectly, any employees or applicants for employment, on the basis of race, ethnicity, national origin, color, religion, creed, gender, sex, sexual orientation, age, or familial status; or physical or mental disability unrelated to ability.

21.02. In connection with the performance of Work under this Contract, CONTRACTOR agrees, and shall require his subcontractors to agree, to conform to the Rules and Regulations of the ILLINOIS Fair Employment Practices Commission in effect on the date of Bid submission.

ARTICLE 22. Certification.

22.01. Bidder shall, at the time of the submission of Bid, and as part of the Bid, provide the following certification(s):

- Bidder shall provide certification, as required by Public Act 85-1295, of the fact that the firm is not barred from bidding on the contract as a result of a violation of Article 33-E of the Criminal Code (bid rigging and bid-rotating).

ARTICLE 23. Substance Abuse Prevention Certification.

23.01. CONTRACTOR and all Subcontractors performing work under this Contract shall provide certification that they have a Substance Abuse Prevention Program as required by Public Act 95-0635 and in accordance with the Contractor Certifications section of these Bidding Documents.

ARTICLE 24. Remedies.

24.01. All claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

ARTICLE 25. Subcontracts under Construction Contracts.

25.01. The award or execution of all subcontracts by a prime contractor and the

procurement and negotiation procedures used by the prime contractor shall comply with the following:

- i) All applicable provisions of Federal and State law;
- ii) All provisions of Illinois Administrative Code, Title 35, Section 662.620 regarding fraud and other unlawful or corrupt practices;
- iii) All provisions of Illinois Administrative Code, Title 35, Section 662.620 with respect to access to facilities, records, and audit of records;

ARTICLE 26. Cost Plus Pricing.

26.01. *Cost-plus a percentage of cost and percentage of construction cost* methods are prohibited from use on this project in any form or condition.

END OF SECTION

BID PACKAGE



OWNER COPY

CONTRACT



SECTION 00300
BID FORM

PROJECT IDENTIFICATION:
2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT
THIS BID IS SUBMITTED TO:

Village of Villa Park
20 South Ardmore Avenue
Villa Park, ILLINOIS 60181

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract time indicated in his Bid and in accordance with the other terms and condition of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance as outlined in the Instructions to Bidders after the day of Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

NUMBER

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the Supplementary Conditions as provided in Paragraphs 4.02 and 4.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.02.A.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data that will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) BIDDER certifies, by submission of the bid, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
 - (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (iii) 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.

- (i) Each person signing the bid shall certify that:
- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above; or
 - (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the person(s) responsible for such decision in certifying that such person(s) have not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above.

4. ITEM NO. 04, BID SCHEDULE, IS ON THE FOLLOWING FOUR (4) PAGES (00300-05 through 00300-08).

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BID SCHEDULE (PAGE 1 OF 2)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities for any contract pay items with no change in contract unit prices.

NO.	ITEM	UNITS	QUANTITY	UNIT PRICE BID	EXTENDED PRICE BID
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	93.00	10 ⁻	930 ⁻
2	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TONS	290.00	105 ⁻	30,450 ⁻
3	AGGREGATE BASE COURSE, TY B, 4"	SQ YD	462.00	13 ⁻	6,006 ⁻
4	CLASS D PATCHES, 4" (SPECIAL)	SQ YD	462.00	39 ⁻	18,018 ⁻
5	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	205.00	5 ⁻	1,025 ⁻
6	AGGREGATE (PRIME COAT)	TONS	5.00	1 ⁻	5 ⁻
7	REMOVE PARKING CURBS	EACH	14.00	25 ⁻	350 ⁻
8	TRAFFIC CONTROL AND PROTECTION	L SUM	1.00	6,116 ⁻	6,116 ⁻
9	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1.00	750 ⁻	750 ⁻

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BID SCHEDULE (CONTINUED, PAGE 2 OF 2)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities for any contract pay items with no change in contract unit prices.

NO.	ITEM	UNITS	QUANTITY	UNIT PRICE BID	EXTENDED PRICE BID
10	INLET FILTERS	EACH	4.00	150 ⁻	600 ⁻
11	EARTH EXCAVATION	CU YD	73.00	50 ⁻	3,650 ⁻
12	CONTINGENCY ALLOWANCE	DOLLAR	5,000.00	\$1.00	\$5,000.00

TOTAL

OF BID Seventy Two Thousand Nine Hundred and ⁰⁰/100 \$ 72,900.00
Written Bid Numerical Bid

Respectfully submitted:

W A Gorman
 Signature

225 Telsor Rd
 Address
 Lake Zurich IL 60047

Vice President
 Title

11/11/14
 Date

847-550 9681
 Telephone No.

chicagoland1@sbcglobal.net
 E-mail Address

(SEAL - if BID is by a corporation)

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5. BIDDER accepts the provisions of the Contract regarding Contract Time, Substantial Completion, and Final Completion as provided in Paragraph 3.1 of the Contract.

BIDDER accepts the provisions of the Contract regarding liquidated damages in the event of failure to complete the Work on time as provided in Paragraph 3.2 of the Contract.

OWNER reserves the right to reject any Bid in which all of the items in the Bid are not properly filled out.

6. The following documents are attached to and made a condition of this bid:

- (a) Required Bid Security in the form of:

bid bond 5% attached
(Certified Check or Bid Bond)

In the amount of:

(Dollars or Percent)

- (b) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid in accordance with stat laws applicable where the Work is to be performed.
- (c) Statement of the Bidder's qualification to do business in the State of Illinois.

7. Communications concerning this Bid shall be addressed to the Bidder as indicated below:

NAME: Bill Bows, Chicagoland Paving
 ADDRESS: 225 Telser Rd
 CITY, STATE, ZIP: Lake Zurich IL 60047
 TELEPHONE NO: 847 550 9681
 FAX NO: 847 550 9684
 E-MAIL: chicagoland1@sbcglobal.net

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

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9. Chicago Land Paving, having submitted a bid on a contract
(Name of Contractor)

for the 2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT, as generally described in the Advertisement for Bids, to the Village of Villa Park, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the ILLINOIS Compiled Statutes (70 ILCS 5/33E-3 and 5/33E-4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me

This 11 day of November, 2014

Notary Public

SUBMITTED ON 11/4/14, 2014

CONTRACTOR'S LICENSE NO. 1001

I hereby certify that, as Bidder, I/We have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

An Individual

By: _____ (Individual's Name)

(SEAL)

doing business as: _____

Business address: _____

Telephone No.: _____

Fax No: _____

E-mail address: _____

This page intentionally left blank.

A Partnership

By: _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

Fax No: _____

E-mail address: _____

A Corporation

By: ChicagoLand Paving (SEAL)
(Corporation Name)

Illinois
(State of Incorporation)

By: William R. Bowers
(Name of Person Authorized to Sign)

Title: VP. L A Bowers

Attest: Jul C. Henderson att.
(Secretary)

Business address: 225 Telser Rd

Lake Zurich IL 60047

Telephone No.: 847 550 9681

Fax No.: 847 550 9684

E-mail address: chicagoland@cs-global.net

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A Joint Venture

By: _____
(Name)

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail address: _____

By: _____
(Name)

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail address: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Subscribed and sworn to me this
11 day of November, 2014.

Julie C Heidermann
Notary or other officer authorized to administer oath.



My commission expires: 10/18/18

Bidders should not add any conditions or qualifying statements to this Bid as otherwise the bid may be declared irregular as being not responsive to the advertisement. **BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.**

END OF SECTION

MY COMMISSION EXPIRES 12/31/2018
NOTARY PUBLIC - STATE OF FLORIDA
JULIE C HEIDEN
OFFICIAL No. 123456789


Document A310™ – 2010

Bond No. 2272631

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Chicagoland Paving Contractors, Inc.
225 Telsler Road
Laka Zurich, IL 60047

SURETY:*(Name, legal status and principal place of business)*

West Bend Mutual Insurance Company
8401 Greenway Blvd, Suite 1100
Middleton, WI 53562

OWNER:*(Name, legal status and address)*

Village of Villa Park
20 South Ardmore
Villa Park, IL 60181

BOND AMOUNT: \$ 5% of Total Bid Amount (Five Percent of Total Bid Amount)**PROJECT:***(Name, location or address, and Project number, if any)*

2014 Village Parking Lots Improvement Project

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

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

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

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.

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

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

Incl.

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User Notes:

(1481217569)

OWNER COPY

CONTRACT



Signed and sealed this 11 day of November, 2014

Jack
(Witness)

[Signature]
(Witness)

Chicagoland Paving Contractors, Inc.

(Contractor as Principal) (Seal)

[Signature] UP
(Title) William R. Bonds

West Bend Mutual Insurance Company

(Surety) (Seal)

[Signature]
(Title) Paul F. Praxmarer (Attorney-in-Fact)

init.



2272631

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Dollars (\$7,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

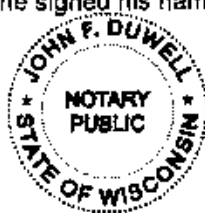
Attest James J. Pauly Secretary



Kevin A. Steiner Chief Executive Officer / President

State of Wisconsin County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell Executive Vice President - Chief Legal Officer Notary Public, Washington Co. WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 11 day of November, 2014



Dale J. Kent Executive Vice President - Chief Financial Officer

NOTICE TO PROCEED

THIS NOTICE IS GIVEN TO YOU BY THE ARCHITECT AND THE CONTRACTOR

THE ARCHITECT'S OFFICE IS AT THE FOLLOWING ADDRESS:

THE CONTRACTOR'S OFFICE IS AT THE FOLLOWING ADDRESS:

1





ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

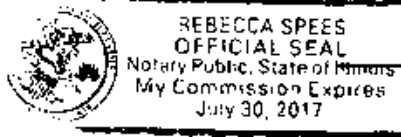
ss

County of Cook)

On this 11 day of November, 20 14, before me appeared Paul F. Praxmarer to me personally known, who being by me duly sworn,

did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Rebecca Spees

Notary Public

July 30, 20 17 County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



CONTRACT AGREEMENT DOCUMENTS

OWNER COPY

CONTRACT



SECTION 00500
CONTRACT

THIS CONTRACT is dated as of the 31st day of December in the year 2014 by and between the **VILLAGE OF VILLA PARK, ILLINOIS** (hereinafter called OWNER) and **CHICAGOLAND PAVING CONTRACTORS, INC.**, (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT**

ARTICLE 2. ENGINEER

The Project has been designed by the Village of Villa Park Public Works Department. The Village of Villa Park Village Engineer or his designee(s) are hereinafter referred to as "ENGINEER" and shall act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.01. The Work will meet the requirements for Substantial Completion as defined in Article 1 of the Supplementary Conditions within twenty-one (21) calendar days, including Saturdays, Sundays and holidays, from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and will meet the requirements for Final Completion and be ready for final payment in accordance with Paragraph 14.07 of the General Conditions within thirty (30) calendar days, including Saturdays, Sundays and holidays, from the date when the Contract Time commences to run.

3.02. Failure to Complete the Work on Time. OWNER and CONTRACTOR recognize that time is of the essence to the contract and that OWNER will suffer financial loss if the Work is not completed within the calendar days stipulated in the Contract as specified in Paragraph 3.1 above or within such extended time as may have been allowed in accordance with Article 12 of the General Conditions. Should CONTRACTOR fail to complete the Work within the calendar days stipulated in the contract or within such extended time as may have been allowed, CONTRACTOR shall be liable and shall pay OWNER the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the

contract time or such extended time as may have been allowed. This liquidated damages provision, as an obligation to the Owner, shall further apply to the Contractor's Surety. Permitting Contractor or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of Owner of its rights under the Contract. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by OWNER during extended and delayed performance by CONTRACTOR of the Work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of CONTRACTOR.

Schedule of Deductions for Each
Day of Overrun in Contract Time

<u>Original Contract Amount</u>		<u>Daily Charges</u>
<u>From More Than</u>	<u>To and Including</u>	<u>Calendar Day</u>
\$ 0	\$ 100,000	\$ 1,000
100,000	500,000	2,000
500,000	1,000,000	3,000
1,000,000	3,000,000	4,000
3,000,000	6,000,000	5,000
6,000,000	12,000,000	9,000
12,000,000	And over	25,000

The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Substantial Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Substantial Completion. The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Final Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Final Completion. OWNER will deduct these liquidated damages from any monies due or to become due to CONTRACTOR from OWNER.

ARTICLE 4. CONTRACT PRICE

4.01. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as shown in the Bid Form as accepted by OWNER.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.01. Progress Payments. OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of Work measure by the schedule of values provided for in the General Conditions and the Supplementary Conditions.

5.02. Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07C

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

6.01. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.02. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraphs 4.02 and 4.03 of the General Conditions, and accepts the determination set forth in Paragraph SC- 4.02.A.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

6.03. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.04. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities

at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, with the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

6.05. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.06. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

7.01. This Contract

7.02. Performance and Payment Bonds

7.03. Standard General Conditions

7.04. Supplementary Conditions

7.05. Project Specifications

7.06. Drawings

7.07. Addenda

7.08. Instructions to Bidders

7.09. Advertisement for Bids

7.10. CONTRACTOR'S Bid

7.11. Documentation submitted by CONTRACTOR prior to Notice of Award

7.12. The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions.

7.13. Wage Rates

7.14. CONTRACTOR's Substance Abuse Prevention Certification

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.01. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.02. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.04. Chicagoland Paving Contractors, Inc., having executed a contract for
(Name of contractor)

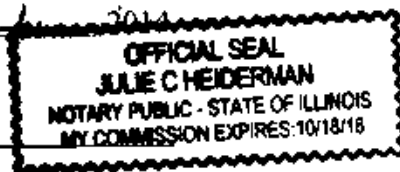
the 2014 VILLAGE PARKING LOTS IMPROVEMENT PROJECT, as generally described in the Advertisement for Bids, with the Village of Villa Park, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the ILLINOIS Compiled Statutes (720 ILCS 5/33E-3 and 5/33E-4).

By: [Signature]
Authorized Agent or Contractor

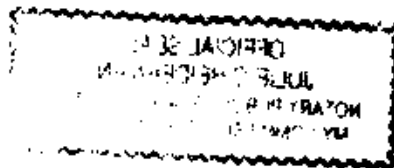
Subscribed and sworn to before me

This 10 day of December, 2014

[Signature]
Notary Public



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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Contract will be effective on the 31st day of December, 2014.

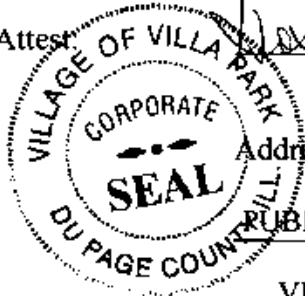
OWNER: VILLAGE OF VILLA PARK CONTRACTOR: CHICAGOLAND PAVING CONTRACTORS, INC.

SIGNED: [Signature] SIGNED: [Signature]

BY: DEBORAH BULLWINKEL BY: William F. Bowes

TITLE: VILLAGE PRESIDENT TITLE: U.P.

Attest: [Signature]



Address for giving notices:
PUBLIC WORKS DEPARTMENT
VILLAGE OF VILLA PARK
20 SOUTH ARDMORE AVENUE
VILLA PARK, IL 60181-2696

Attest: [Signature]

Address for giving notices:
CHICAGOLAND PAVING
CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047

License No. _____
(If required by State or Municipal Law)

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

OWNER COPY

CONTRACT





CONTRACTOR CERTIFICATIONS



OWNER COPY

CONTRACT



Chicagoland Paving Contractors, Inc.

225 Telser Road
Lake Zurich, IL 60047

Phone: 847-550-9681
Fax: 847-550-9684

December 10, 2014

Village of Villa Park
Public Works Department
20 S. Ardmore Ave.
Villa Park, IL 60181

Re: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the Village of Villa Park as follows:

- A. The undersigned representative of the Contractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-035.

Chicagoland Paving Contractors,
Contractor/Subcontractor

William R. Bowes

Vice President

W R Bowes
Signature

Date: 12/8/2014



SECTION 00550
CONTRACTOR CERTIFICATIONS

SUBSTANCE ABUSE PREVENTION CERTIFICATION

VILLAGE OF VILLA PARK
CONTRACTOR AND SUBCONTRACTOR
SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. The certification form provided on the following page must be completed by the Contractor and each Subcontractor to this Contract.

SAMPLE SUBSTANCE ABUSE PREVENTION CERTIFICATION FORM IS PROVIDED ON
PAGE 00550-03.

This page intentionally left blank.

[ON COMPANY LETTERHEAD]

Date

Village of Villa Park
Public Works Department
20 South Ardmore Avenue
Villa Park, Illinois 60181

RE: Substance Abuse Prevention Program

[complete either A or B below]

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the Village of Villa Park as follows:

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

[attach a copy of the program]

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

END OF SECTION

OWNER COPY

CONTRACT



BOND FORMS



OWNER COPY

CONTRACT



Performance Bond

Bond Number: 2272631

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

CONTRACTOR (Name and Address):

Chicagoland Paving Contractors, Inc
225 Telsor Road
Lake Zurich, IL 60047

SURETY (Name and Address of Principal Place of Business):

West Bend Mutual Insurance Company
8401 Greenway Blvd., Suite 1100
Middleton, WI 53562

OWNER (Name and Address):

Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

CONTRACT

Date: December 5, 2014
Amount: \$72,900.00 (Seventy-Two Thousand, Nine-Hundred and 00/100 Dollars)
Description (Name and Location):
2014 Village Parking Lots Improvement Project
Contract No.: PW14-0059

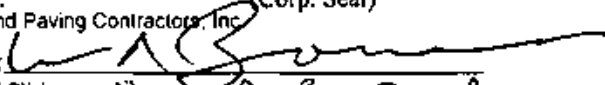
BOND

Date (Not earlier than Contract Date):
Amount: \$72,900.00 (Seventy-Two Thousand, Nine-Hundred and 00/100 Dollars)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

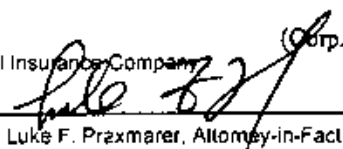
CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: 
Name and Title: William R. Bonds, VP.

SURETY

Company: _____ (Corp. Seal)

Signature: 
Name and Title: Luke F. Praxmarer, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

E/CDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.



1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS.
 - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Corkill Insurance Agency, Inc.
 25 Northwest Point Blvd., Suite 625
 Elk Grove Village, IL 60007 / Phone: (847) 758-1000



Payment Bond

Bond Number: 2272631

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

CONTRACTOR (Name and Address):

Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, IL 60047

SURETY (Name and Address of Principal Place of Business):

West Bend Mutual Insurance Company
8401 Greenway Blvd., Suite 1100
Middleton, WI 53562

OWNER (Name and Address):

Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

CONTRACT

Date: December 5, 2014
Amount: \$72,900.00 (Seventy-Two Thousand, Nine-Hundred and 00/100 Dollars)
Description (Name and Location):
2014 Village Parking Lots Improvement Project
Contract No.: PW14-0059

BOND

Date (Not earlier than Contract Date): December 8, 2014
Amount: \$72,900.00 (Seventy-Two Thousand, Nine-Hundred and 00/100 Dollars)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
Chicagoland Paving Contractors, Inc.
Signature: [Handwritten Signature]
Name and Title: William R. Sowos, VP.

SURETY

Company: _____ (Corp. Seal)
West Bend Mutual Insurance Company
Signature: [Handwritten Signature]
Name and Title: Luke F. Praxmarer, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.



1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds to the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, 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. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS.
 - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Corkill Insurance Agency, Inc.
 25 Northwest Point Blvd., Suite 625
 Elk Grove Village, IL 60007 / Phone: (847) 758-1000

**(FOR INFORMATION ONLY---Name, Address and Telephone)
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**



Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

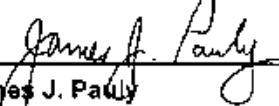
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Dollars (\$7,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.


Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

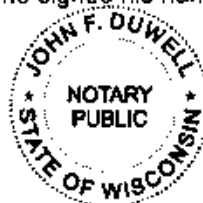

James J. Pally
Secretary

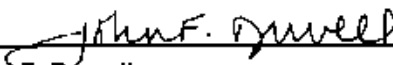



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8 day of December, 2014




Dale J. Kent
Executive Vice President -
Chief Financial Officer



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

ss

County of Cook)

On this 8 day of December, 20 14, before me appeared Luke F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



REBECCA SPEES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 30, 2017

Notary Public

July 30, 20 17 County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.