

Contract # 424

Clerk's Contract and Agreement Cover Page

Year: 2008-10

Legistar File ID#: 2007-0766

Multi Year: ☒

Amount \$140,000.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Matthew Paving, Inc.

Contractor's AKA:

Execution Date:

1/15/2008

Termination Date:

10/31/2010

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: Blacktop Overlay Unit Pricing



Wednesday, April 16, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

April 16, 2008

Mr. Michael Raisutis
Matthew Paving, Inc.
7801 W 112th Place
Palos Hills, Illinois 60465

RE: NOTICE TO PROCEED
Blacktop Overlay Unit Pricing 2008-2010

Dear Mr. Raisutis:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of April 15, 2008. Please find enclosed, your bid bond, which is hereby released. Note that we are not requiring Performance and Payment Bonds on this project.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village has processed Purchase Order #046967 for this contract/service and faxed this to your company on April 16, 2008. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated January 15, 2008 in an amount not to exceed the stated per unit price. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
(Contract for Small Construction or Installation Project)

This Contract is made this **15th day of January, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Matthew Paving, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- o The Invitation to Bid
- o The Instructions to the Bidders

The Bid Proposal as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

~~Performance and Payment Bonds required by the VILLAGE~~ 

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

ASPHALT PAVING

1. All work shall be performed in accordance with the current edition of the Illinois Department of Transportation Standard Specifications.
2. All asphalt grinding will be disposed of or recycled at the contractor's expense. Grinding shall be full width at the depth of 1.5" and entire area will be swept free of any grindings or loose stone.

3. Prime coat shall be applied at a uniform minimum rate of 0.1 gallon per square yard before placement of the bituminous concrete surface course.
4. Surface course of hot plant mix having a maximum aggregate of 3/8" in accordance with specifications of the Asphalt Institute, (class I, type 2) shall be constructed over existing surface to a compacted thickness of not less than one and one-half inch (1 1/2").
5. Pavement markings shall be 4" wide and 18" long as detailed on the plans. Paint shall be chlorinated rubber traffic paint (Glidden or equal) yellow color and meet the specifications Article T 607.02 of the Department of Standard specifications for Traffic Control adopted January 1, 1997.

NOTE: Handicapped spots are to be as they exist and they are not marked on prints.

6. Full depth patching shall consist of saw cutting, removal and base re-established. Base shall consist of 8" compacted stone meeting the requirements of CA-6 with a 3" compacted lift of Bituminous Concrete Binder course, Mix B Type 2. Estimated quantities have been supplied herein as actual quantities will be measured for payment in the field. Areas of Full Depth Patching will be delineated by the owner or owner's representative after the bituminous surface removal has taken place. If no areas are found to require full depth patching as deemed by the owner or owners representative then no compensation shall be made to the contractor.

GENERAL NOTES

1. All work shall be subject to inspection and approval of the owner.
2. Contractor shall field verify existing conditions and notify the owner of any discrepancy before starting construction.
3. Any areas of disturbance outside the limits of the parking lot resurfacing will receive 6" of topsoil and be seeded at contractor expense. Seed mix shall consist of 20% Baron Kentucky Bluegrass, 20% Glad Kentucky Bluegrass, 20% Ram Kentucky Bluegrass, 20% Rugby Kentucky Bluegrass and 20% Yorktown Perennial Ryegrass.
4. Call J.U.L.I.E. a minimum of 48 hours before construction: 1-800-892-0123

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK for each of the three (3) years of the contract, 2008, 2009 and 2010:

FULL DEPTH PATCHING	\$ 2.50 per SQ. FT.
ASPHALT GRINDING	\$.50 per SQ. FT.
SURFACE COURSE	\$.85 per SQ. FT.
PRIME COAT	\$.25 per SQ. FT.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this three (3) year Contract (2008, 2009 and 2010) by October 31, 2010, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance

Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Michael F. Raisutis
Matthew Paving, Inc.
7801 W. 112th Place
Palos Hills, IL 60465
Telephone: 708-~~774-4122~~ 974-0412
Facsimile: 708-974-0402
e-mail: MatthewPavingInc@aol.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 8: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

Date: 01/28/08

Date: 1-17-08

Initial here if faxing

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Matthew Paving Inc., 7801 W. 112th Place, Palos Hills, IL 60465

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Village of Orland Park, 14700 S Ravinia Avenue, Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Accompanying Bid

Dollars (\$ 10% of Bid _____), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Blacktop Overlay Unit Pricing

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee 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.

Signed and sealed this 19th day of November, 2007

Matthew Paving Inc.

Principal

(Seal)

By: _____

President
Name/Title

Old Republic Surety Company

Surety

(Seal)

By: _____

William D. Miller

Attorney-in-Fact

STATE OF Illinois

COUNTY OF Will ss.:

On this 19th day of November 2007, before me personally appeared William D. Miller, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Old Republic Surety Company, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of 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; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety
Company
Acknowledgment



BOND-3768-A

Marcia Maxwell

(Notary Public in and for the above County and State)

My commission expires 3-29-2009

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

ROBERT W. KEGLEY, ROBERT H. WALKER, WILLIAM D. MILLER, OF NEW LENOX, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

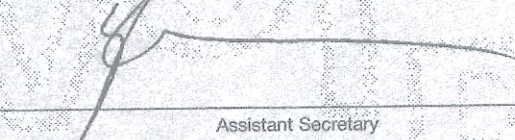
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

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

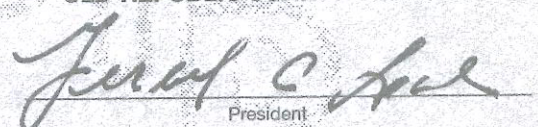
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24TH day of JULY, 2007.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

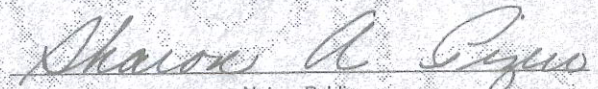



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24TH day of JULY, 2007, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 01/18/2009

CERTIFICATE

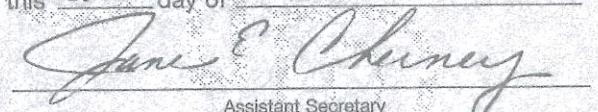
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney,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

40-0734



COLUMBIAN AGENCY, INC.

Signed and sealed at the City of Brookfield, WI this 19th day of November 2007


Assistant Secretary

BIDDER SUMMARY SHEET

Blacktop Overlay Unit Pricing
Project Name

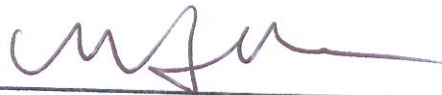
IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

MATTHEW PAVING INC
Firm Name

7801 W 112th PLACE
Street Address

PALOS HILLS IL 60465
City State Zip

MICHAEL F PAISUTIS
Contact Name

X 
Signature of Authorized Signee

PRESIDENT
Title

708-774-4122
Phone

708-974-0402
Fax

MATTHEWPAVINGINC@aol.com
E-mail address

363526326
FEIN #

NOVEMBER 19, 2007
Date

Village of Orland Park
Blacktop Overlay

UNIT PRICE BID SHEET

FULL DEPTH PATCHING PER SQ. FT.

TOTAL UNIT PRICE - \$ 2.50

ASPHALT GRINDING PER SQ.FT.

TOTAL UNIT PRICE - \$.50

SURFACE COURSE PER SQ. FT.

TOTAL UNIT PRICE - \$.85

PRIME COAT PER SQ. FT.

TOTAL UNIT PRICE - \$.25

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation:
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

MATTHEW PAVING INC

Business Name

(Corporate Seal)

[Signature]

Signature

MICHAEL F. RAISUTIS

Print or type name

PRESIDENT

Title

NOVEMBER 19, 2007

Date

Matthew Paving, Inc.

7801 W. 112th Place
Palos Hills, IL 60465
(708) 974-0412 - Fax (708) 974-0402
Email: MATTHEWPAVINGINC@AOL.COM

NOVEMBER 19, 2007

THIS DISCLOSURE IS TO PROVIDE THE NEEDED INFORMATION REGARDING
MATTHEW PAVING INC. CORPORATION STAUS.

MATTHEW PAVING INC.
7801 W112TH PLACE
PALOS HILLS, IL. 60465

PRINCIPAL OFFICER: MICHAEL F RAISUTIS, PRESIDENT OF
MATTHEW PAVING INC.
7801 W 112TH PLACE
PALOS HILLS, IL. 60465

PRESIDENT IS THE ONLY OFFICER OF THE COMPANY

DATE INCORPORATED: SEPTEMBER 8, 1987 FILE # 54792832

AUTHORIZED TO DO BUSINESS IN STATE OF ILLINOIS

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

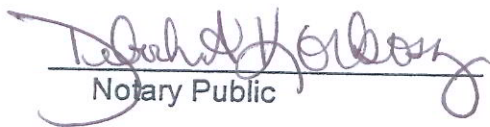
IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

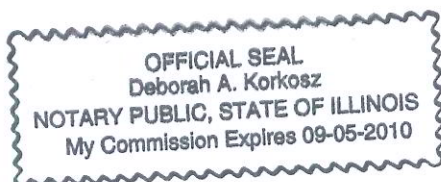
I, MICHAEL F. RAISUTIS, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

of MATTHEW PAVING INC., the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 19 Day
of NOVEMBER, 2007.


Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

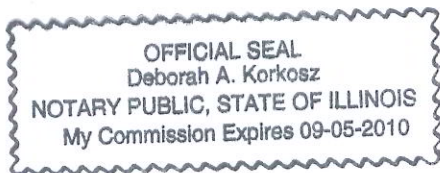
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, MICHAEL F. RAISWIS, having submitted a bid for MATTHEW PAVING INC.
(Name of Contractor)
for BLACKTOP Overlay Unit Pricing (General Description of Work Bid on) to the
Village of Orland Park, hereby certifies that said contractor has a written sexual harassment
policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before
me this 19 day of NOVEMBER, 2007.

[Signature]
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____

TAX CERTIFICATION

I, MICHAEL F. RAISUTIS, having been first duly sworn depose and state as follows:

I, MICHAEL F. RAISUTIS, am the duly authorized agent for MATTHEW PAVING INC, which has

submitted a bid to the Village of Orland Park for

BLACKTOP Overlay Unit Pricing and I hereby certify
(Name of Project)

that MATTHEW PAVING INC is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]

Title: PRESIDENT

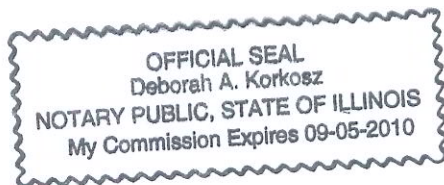
Subscribed and Sworn to

Before me this 19

Day of November, 2007

[Signature]

Notary Public



**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: _____

(Authorized Officer)

Subscribed and Sworn to
before me this 19 day
of November, 2007

Deborah A. Korkosz
Notary Public

OFFICIAL SEAL
Deborah A. Korkosz
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 09-05-2010

APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, MICHAEL F. RAISUTIS, having been first duly sworn depose
and state as follows:

I, MICHAEL F. RAISUTIS, am the duly authorized
agent for MATTHEW PAVING INC., which has

submitted a bid to the Village of Orland Park for

BLACKTOP OVERLAY Unit Paving and I hereby certify
(Name of Project)

that MATTHEW PAVING INC
(Name of Company)

participates in apprenticeship and training programs approved and registered with
the United States Department of Labor Bureau of Apprenticeship and Training.

By: [Signature]
Title: PRESIDENT

Subscribed and Sworn to
Before me this 19
Day of NOVEMBER, 2007

[Signature]
Notary Public



REFERENCES

(Please type)

ORGANIZATION Village OF ORLAND PARK
ADDRESS 14700 RAUVIA AVE
CITY, STATE, ZIP ORLAND PARK IL. 60462
PHONE NUMBER 708-362-2367
CONTACT PERSON FRANK STEC
DATE OF PROJECT June 2007 Various Park Locations

ORGANIZATION Oak Lawn Park District
ADDRESS 9400 KENTON AVE
CITY, STATE, ZIP OAK LAWN IL. 60453
PHONE NUMBER 708-857-2201
CONTACT PERSON JOEL CRAIG
DATE OF PROJECT July 2006 Paving Work @ Centennial Park

ORGANIZATION McSHANE CONSTRUCTION
ADDRESS 9550 W HIGGINS ROAD
CITY, STATE, ZIP ROSEMONT IL. 60018
PHONE NUMBER 847-292-4300
CONTACT PERSON JERRY ALBOM
DATE OF PROJECT June 2007 - November 2007 MAIN STREET TRIANGLE

Bidder's Name: MATTHEW PAVING INC.
Signature & Date: 

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident, \$500,000 – Policy Limit
\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a "Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's." The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 19 DAY OF NOVEMBER, 2007

Signature

MICHAEL F. RAISUTIS

Printed Name & Title

PRESIDENT

Authorized to execute agreements for:

MATTHEW PAUING INC.

Name of Company

PRODUCER
Columbian Agency
www.columbianagency.com
1005 Laraway Road
New Lenox IL 60451
Phone: 815-485-4100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Matthew Paving Inc.
7801 W 112th Pl
Palos Hills IL 60465

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: AMCO Ins Co
INSURER B: Allied Prop & Casualty Ins
INSURER C: Society Insurance
INSURER D: Travelers Property Cas
INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	MCTO7131542466	04/01/07	04/01/08	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
	☒ Contractual Liab				PERSONAL & ADV INJURY	\$ 1,000,000
	☒ X,C,U				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
☐ POLICY ☒ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY	BAPC7131542466	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
☒ HIRED AUTOS						
☒ NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY	CAA7131542466	04/01/07	04/01/08	EACH OCCURRENCE	\$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 5,000,000
	☐ DEDUCTIBLE					\$
	☒ RETENTION \$NONE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC417387	04/01/07	04/01/08	☒ WC STATUTORY LIMITS ☐ OTH-ER	
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
D	OTHER	QT6608205C103	04/01/07	04/01/08		\$50,000
	Leased/Rented Equi Install Floater					\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns are additional insureds on the general liab, auto and umbrella on a primary non contributory basis for all work performed for the Village of Orland Park. A Waiver of subrogation in favor of the additional insureds applies to the general liab and work comp.

CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK
ATTN: JUDY KONOW
14700 RAVINIA
ORLAND PARK IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**CERTIFICATION OF COMPLIANCE WITH THE
SUBSTANCE ABUSE PREVENTION PROGRAM
(Public Act 95-0635, effective 01/01/2008)**

I, MICHAEL F. RAISUTIS, having been first duly sworn depose and
state as follows:

I, MICHAEL F. RAISUTIS, am the duly authorized agent for
MATTHEW PAVING INC., which has submitted a proposal to
the Village of Orland Park for BLACKTOP OVERLAY and I hereby
(Name of Project)
certify that MATTHEW PAVING INC. have in place either

- _____ a) a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635, and has provided a written copy thereof to the Village of Orland Park; or
- ☒ b) a collective bargaining agreement in effect dealing with the subject matter of the Substance Abuse Prevention (Public Act 95-0635).

Contractor:

By: 

(Authorized Officer)

Title: President

Subscribed and Sworn to before me this

15th day of April, 2008


Notary Public

OFFICIAL SEAL
Deborah A. Korkosz
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 09-05-2010

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable
14700 Ravinia Avenue
Orland Park, Illinois 60462-3167
Phone: (708) 403-6180
Fax: (708) 403-9212



Page: 1

Purchase Order Number: 046967

Purchase Order Date: 01/29/08

PURCHASE ORDER

To:

MATTHEW PAVING, INC.
7801 W. 112TH PLACE
PALOS HILLS, IL 60465

Ship to:

VILLAGE OF ORLAND PARK

-----, IL -----

Vendor No.		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.					
3546							
		Sales Tax Exempt # E9998 1807 05					
Deliver By		Vendor Phone Number		Vendor Fax Number		Terms	
12/11/07		TEL# (708) 974-0412		FAX# (708) 974-0402		NET	
Confirm To		Confirm By		Requisitioned By			
		JUDY KONOW					
Freight		Contract Number		Account Number		Project	
				SEE BELOW			
Requisition No.		Requisition Date					
Line#	Quantity	UOM	Item Number and Description			Unit Cost	Extended Cost
1	50000.00	DL	BLACKTOP OVERLAY UNIT PRICING-PARKS DEPT			1.0000	50000.00
2	50000.00	DL	BLACKTOP UNIT PRICING-METRA FUND			1.0000	50000.00
3	40000.00	DL	BLACKTOP UNIT PRICING-PARK FUND			1.0000	40000.00
						SUB-TOTAL	140000.00
						TOTAL	140000.00
REMARKS: BOARD APPROVED 2007-0766							
REQ/ACCT		DATE	REQ. BY		PROJECT	AMOUNT	
0000047729		12/11/07	FRANK STEC			50000.00	
28340034514350							
0000047729		12/11/07	FRANK STEC			50000.00	
02600004984363							
0000047729		12/11/07	FRANK STEC			40000.00	
02340044517070							

Authorized By:

Judy Konow

Faxed: 4-13-08

Phoned:

Mailed: