BIDDER SUMMARY SHEET
ITB #24-024
2024 Asphalt Pavement Patching

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

Street Address: 3124 S. 60th Court

City, State, Zip: Cicero, Illinois 60804

Contact Name: Nick Distasio

Title: President

Phone: 708-222-1200 Fax: 708-222-1213

E-Mail address: nd@mjworks.com

Price Proposal

GRAND TOTAL BID PRICE $ 309,950.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Nick Distasio

Signature of Authorized Signee:

Title: President Date: February 19, 2024

ORLAND PARK

CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Nick Distasio,
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of M & J Asphalt Paving Company, Inc.,
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION**: Yes [X] No [ ]

Federal Employer I.D. #: FEIN 36-42-22220
(or Social Security # if a sole proprietor or individual)

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

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
[X] Corporation Illinois Corporation June 1979
(State of Incorporation) *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [X]

How are you certifying? **Certificates Attached** [ ] **Self-Certifying** [X]

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [X]

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [X] No [ ]

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

4) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]

The Bidder is eligible to enter into public contracts, and 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.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [X] No [ ]

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [X] No [ ]

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Bidder 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 Bidder 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.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 the Bidder 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.

7) **PREVAILING WAGE COMPLIANCE:** Yes [X] No [ ]

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics

of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes [X] No [ ]

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: United States Department of Labor Bureau of Apprenticeship & Training

Brief Description of Program: M & J Asphalt Paving Co., Inc. will perform the Removals and Asphalt Paving. Program Sponsors will be the Local Union.

We are members of the following: International Union of Operating Engineers – Local 150, Laborers International Union – District Council of Chicago and Vicinity, Teamsters Union and Cement Mason's - Local 502

9) **TAX COMPLIANT:** Yes [X] No [ ]

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

The United States Department of Labor

Bureau of Apprenticeship and Training
Certificate of Registration

Chicagoland Laborers' Training & Apprenticeship Program
For the Trade of Construction Craft Laborer

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

April 12, 1999

Date

IL017-0602

Registration No.

DOT # 869-463-580

Secretary of Labor

Director, Bureau of Apprenticeship and Training

DOT SYMBOL OA61

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Operating Engineer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 5, 2002
Date

IL 008780173
Registration No.

L. Chao
Secretary of Labor

Anthony Swoope
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Repairer (Heavy)
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date

IL012020003

UNITED STATES DEPARTMENT OF LABOR AMERICA

Chao
Secretary of Labor

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Joint Council No. 25 Training Fund
For the Trade of Construction Driver

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

June 28, 2005
Date

IL015050004
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA

Secretary of Labor

Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Bureau of Apprenticeship and Training
Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

REGISTERED: OCTOBER 17, 1945
REVISED: DECEMBER 29, 1988
Date

008-0816
Registration No.

Ann McLaughlin
Secretary of Labor

James D. Van Erden
Director, Bureau of Apprenticeship and Training

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Nick Distasio

Name of Authorized Officer

President

Title

February 19, 2024

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: M & J Asphalt Paving Company, Inc.
(Enter Name of Business Organization)

1. ORGANIZATION City of Berwyn
   ADDRESS 6700 W. 26th Street Berwyn, Illinois 60402
   PHONE NUMBER 630-887-8640
   CONTACT PERSON Tom Brandstedt, PE (Novotny Engineering)
   YEAR OF PROJECT Multiple projects 2016, 2017, 2019, 2020 & 2021

2. ORGANIZATION Village of Bellwood
   ADDRESS 3200 Washington Boulevard Bellwood, Illinois 60104
   PHONE NUMBER 708-865-0300
   CONTACT PERSON Chuck Hodges (Hancock Engineering)
   YEAR OF PROJECT Multiple projects 2018, 2019, 2021 & 2023

3. ORGANIZATION Town of Cicero
   ADDRESS 4949 W. Cermak Road Cicero, Illinois 60804
   PHONE NUMBER 630-887-8640
   CONTACT PERSON John Manetti (Novotny Engineering)
   YEAR OF PROJECT Multiple Projects 2019, 2020, 2021 & 2023

ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY
Full Statutory Limits - Employers Liability
$500,000 – Each Accident $500,000 – Each Employee
$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
$2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: *(not applicable for Goods Only)*
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☑ **LIABILITY UMBRELLA (Follow Form Policy)**
☑ $1,000,000 – Each Occurrence $1,000,000 – Aggregate
☐ $2,000,000 – Each Occurrence $2,000,000 – Aggregate
☐ Other: _____
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☐ **PROFESSIONAL LIABILITY**
☐ $1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ $2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed $50,000 without prior written approval

☐ **BUILDERS RISK**
Completed Property Full Replacement Cost Limits – Structures under construction

☐ **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**
$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site

☐ **CYBER LIABILITY**
$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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."** The required

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 19th DAY OF February, 2024

Signature

Nick Distasio, President

Printed Name & Title

Authorized to execute agreements for:

M & J Asphalt Paving Company, Inc.

Name of Company

M&JASPH-01 NGOWDA2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2023

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

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

PRODUCER
Alliant Insurance Services, Inc.
353 N Clark St 11th Fl
Chicago, IL 60654

CONTACT NAME: Chicago P&C Cert Team
PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No):
E-MAIL ADDRESS: CHC-INSCERTS@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty Insurance Company of Americ	19046
INSURER D : Sirius Specialty Insurance Corporation	16820
INSURER E :	
INSURER F :	

INSURED
M&J Asphalt Paving Company, Inc.
3124-3126 S. 60th Court
Cicero, IL 60804

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			DTCO8S384561PHX-23	10/14/2023	10/14/2024	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ EBL AGGREGATE R $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			8108S391712-23-26-G	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP8S403659-23-26	10/14/2023	10/14/2024	EACH OCCURRENCE $ AGGREGATE $ $	10,000,000 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB8S402939-23-26-G	10/14/2023	10/14/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	1,000,000 1,000,000 1,000,000
D	Professional Liab.			CPPLD00124300	10/14/2023	10/14/2024	Occ/Agg	5,000,000
D	Pollution Liability			CPPLD00124300	10/14/2023	10/14/2024	Occ/Agg	5,000,000

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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ORLAND PARK

Unit Price Sheet
ITB #24-024
2024 Asphalt Pavement Patching

The undersigned, having become familiar with the Documents and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the 2024 Asphalt Pavement Patching contract.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	Class D Patches - Full Depth	400	TON	$ 218.00	$ 87,200.00
2	Class D Patches - Partial Depth	1,000	TON	$ 218.00	$ 218,000.00
3	Traffic Control and Protection, Special	1	L SUM	$ 4,750.00	$ 4,750.00
				***GRAND TOTAL BID PRICE**	$ 309,950.00

*Please enter Total Cost on Bidder Summary Sheet

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project

Proposer: Nick Distasio

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

Signed:

Title: President

Dated: February 19, 2024

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M&J Asphalt Paving Company, Inc.
3124 S. 60th Court, Cicero, IL 60804

as Principal, hereinafter called the Principal, and Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201-1635

a corporation duly organized under the laws of the State of WI

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park
14700 Ravinia Avenue, Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars ($ 10%),

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 2024 Asphalt Pavement Patching ITB #24-024

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 materials 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 16th day of February, 2024

M&J Asphalt Paving Company, Inc.
(Principal) (Seal)

(Witness)

By: President
(Title)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Old Republic Surety Company
(Surety) (Seal)

John P. Harney (Witness)

By: Haley Anderson
Attorney-in-Fact Haley Anderson (Title)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

JOSEFINA ROJO, JOHN P. HARNEY, HALEY ANDERSON,

PRAMOD VENKATESH of CHICAGO, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority 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, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

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

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of September, 2022.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

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

63-0044

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 16th day of February, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ALLIANT INSURANCE SERVICES, INC.

Questions & Answers - 1

Project 24-024 - 2024 Asphalt Pavement Patching
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q1	**Question: Clarification** Please advise total duration for this contract. **Answer:** This project would begin once the contract documents were completed and signed, anticipated by May, and the project has a completion date of October 25, 2024.	01/26/2024

ORLAND PARK

INVITATION TO BID
#24-024

2024 Asphalt Pavement Patching

ISSUED

January 24, 2024

BID OPENING

February 20, 2024
11:00 A.M.

Office of the Village Clerk
2ND Floor
14700 S. Ravinia Ave.
Orland Park, IL 60462

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- References ..... under separate cover
- Insurance Requirements ..... under separate cover
- Unit Price Sheet ..... Under Separate Cover

SECTION I – INSTRUCTIONS TO BIDDERS

ORLAND PARK

ITB #24-024
2024 Asphalt Pavement Patching

OVERVIEW

The Village of Orland Park ("Village") is requesting bids for unit pricing bids for asphalt pavement patching upon roadways, parking lots and multi-use paths. Work type is generally, but not limited to street pavement patching, parking lot patching and multi-use path patching, as generally described in the Bid Specifications. This project is essentially a long term maintenance contract which will entail multiple mobilizations throughout the project term limit as work areas are marked and assembled by Public Works staff for the patching of numerous locations spread throughout Orland Park. ("Project").

SUBMISSION DEADLINE

Bids must be submitted not later than 11:00 a.m, local time, on February 20, 2024. No consideration will be given to bids received after the stated date and time. Bids submitted must include all information and documents as requested in this Invitation to Bid. No oral or electronic bids sent by facsimile or via email, will be accepted or considered. All bids received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the bid.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY IRREGULARITIES.

QUESTION INFORMATION

All questions related to this proposal must be submitted online through BidNet Direct, no later than 12:00 p.m. local time on February 7, 2024. No oral comments will be made to any Bidder as to the meaning of the bid documents. Any and all questions will be answered through BidNet Direct in an addendum after the question period closes. This policy affords all parties submitting bids the same information.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of an Addendum to be posted on the Village's page on BidNet Direct. Answers to questions will not be mailed to potential proposers.

In order to receive notification of any Addenda, please "FOLLOW" the solicitation on BidNet Direct to ensure that you receive notification of any addenda that may be issued.

Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the BidNet Direct website or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

PRE-BID MEETING

A pre-proposal meeting, at which attendance is N/A. Meeting details, if applicable: _____ at _____ at _____.

BID SPECIFICATIONS

Scope of Work

The Scope of Work for this ITB #24-024 is attached under separate cover.

BID SUBMISSION REQUIREMENTS

Bid Bond

Each bid must be accompanied by a bid deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the *Village of Orland Park* for ten percent (10%) of the total amount of the bid price. After Contract award, the Village will return deposits to unsuccessful Bidders. Bid Bond is Applicable.

Only one (1) original bid bond document is required and is to be submitted with the paper copy to the Clerk's Office.

Copies

Bidders must submit three (3) complete, sealed and signed hardcopies of the bid. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the bid. Bids shall include all requested information, forms, certificate and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Bidders must submit bids in a sealed envelope labeled ITB #24-024 - 2024 Asphalt Pavement Patching in the lower left hand corner. All sealed bids must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project.

Other

Each Bidder is responsible for reading this ITB and determining that the Bid Specifications describe the Project in sufficient detail. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this ITB and shall note in its bid the adjustments made to accommodate such deficiencies.

After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Required Forms

Bidders shall provide all the information requested in *Section III* of this ITB.

1. *Bidder Summary Sheet* – The Bidder Summary Sheet must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Project. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Bidder Summary Sheet is attached under separate cover.

2. *Certificate of Compliance* – The Certificate of Compliance must be completed, signed, and submitted with the bid. The Certificate of Compliance is attached under separate cover.

3. *References* – The References form must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's references to further evaluate Bidder responsibility. The References form is attached under separate cover.

4. *Insurance Requirements* – The Insurance Requirements must be completed, signed and submitted with the bid. Bidders may submit with the bid a current policy Certificate of Insurance showing the insurance coverages the bidder currently has in force. Insurance Requirements is attached under separate cover.

5. *Unit Pricing* – The unit price sheet is Under Separate Cover.

Withdrawal of Bids

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.

EVALUATION OF BIDS/BIDDERS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant.

The Village of Orland Park retains the right to accept any proposal, any part or parts thereof or reject all proposals. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

SUBMITTAL CHECKLIST

In order to be responsive, each Bidder must submit the following items by 11:00 A.M. February 20, 2024:

1. Three (3) sealed hardcopies of the bid: Not later than the bid opening, Bidders must submit bids in a sealed envelope labeled ITB#24-024 - 2024 Asphalt Pavement Patching in the lower left hand corner and addressed to:

   Village of Orland Park
   Attn: Clerk's Office
   14700 S. Ravinia Ave.
   Orland Park, IL 60462

2. Bid Bond for ten percent (10%) of the bid price. Include the original document in the unbound bid copy. Bid Bond is Applicable.

3. Signed and completed forms from *Section III*:

   a. Bidder Summary Sheet

   b. Certificate of Compliance

   c. References (*3 total*)

   d. Insurance Requirements Form and policy specimen Certificate of Insurance

   e. Unit Price Sheet – Under Separate Cover

ORLAND PARK

ITB #24-024

2024 Asphalt Pavement Patching

PROJECT DETAILS

Scope of Work

The Village of Orland Park, Illinois (the "Village") is requesting unit pricing bids for asphalt pavement patching upon roadways. Work type is generally, but not limited to street pavement patching (the "Project"), as generally described in the Bid Specifications. **This project is essentially a season long maintenance contract which will entail multiple mobilizations throughout the project term limit as work areas are marked and assembled by Public Works staff for the patching of numerous locations spread throughout Orland Park.**

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC"), the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Standard Specifications for Water and Sewer Main Construction in Illinois." **It is imperative that the successful Bidder employs appropriate traffic control and protection measures for asphalt pavement patching operations at ALL times. Hence the reason why the project includes a specific pay item, Traffic Control And Protection, Special, for this operation.**

Special Conditions:

There will be a large number of grouped and isolated roadway "spot-repair" areas throughout the Village. The Public Works field engineer will provide to the successful Bidder the necessary addressing and/or map(s) of these areas as for proper identification and sizing. The intent of the project is to provide the successful Bidder with a list of a large amount of work to substantiate the Bidder's mobilizations. It is not the intent of the project to request the Bidder to make special accommodations for "one-off" repairs, unless the pavement repair is of an emergency-like location upon a heavily traveled roadway- such as a water main break restoration on a major roadway. The total quantities listed in the bid unit price sheet are an estimated quantity of asphalt tonnage based upon available budget. In other words, the quantity amounts are an estimated value and not guaranteed quantity amounts. Any pavement patches milled will not be allowed to be left open overnight except when weather does not allow for asphalt placement.

LOCATION OF WORK AND SPECIFICATIONS:

The Bid Specifications for this ITB #24-024 are attached as *Exhibit A.*

Exhibit A- Special Provisions offers specific descriptions pertaining to project pay items and Bidder requirements.

It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, exceed the proposed amount. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service, the Contractor shall pay such excess from its own funds, and the Village shall not be

required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than the proposed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.