

Village of Algonquin

Village of Cary

City of McHenry

City of Woodstock

2016

MCHENRY COUNTY AREA PAVEMENT MANAGEMENT TASK FORCE



2016 CRACK FILLING PROGRAM

REQUEST FOR JOINT BID

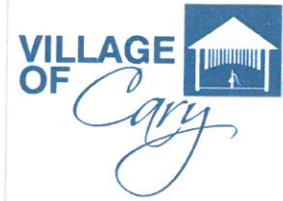
SOLICITING AGENCY: VILLAGE OF CARY

TRANSMITTAL

PUBLIC WORKS DEPARTMENT

Village of Cary, Illinois
655 Village Hall Drive
Cary, Illinois 60013

Phone 847-639-0003
Fax 847-639-4963
CaryPW@CaryIllinois.com



TO:	All Plan Holders
CC:	
FROM:	Erik Morimoto, Director of Public Works / Village Engineer
DATE:	May 6, 2016

SUBJECT: 2016 CRACK FILLING PROGRAM JOINT BID - ADDENDUM #1

*******ALL PLAN HOLDERS PLEASE NOTE*******


Upon receipt of this Addendum, please **sign the requested confirmation below regardless of whether you plan to bid or not** and EMAIL or FAX to:

Village of Cary

Email: CaryPW@CaryIllinois.com

or

Fax: 847-639-4963

RECEIVED DATE:	5-6-16
COMPANY NAME:	SKC CONSTRUCTION, INC.
SIGNATURE:	 JEFFREY K. BERGQUIST PRESIDENT

If you do not receive all of the pages indicated above, please call 847-639-0003. This facsimile contains privileged information intended for the use of the individual named above. If the reader of the facsimile is not the intended recipient or the employee responsible for delivering it, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and return the original to us at the address above. Thank you.

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF CARY
JOINT BID NOTICE

The Village of Cary, Village of Algonquin, City of McHenry, and City of Woodstock are jointly soliciting sealed bids from construction contractors for the following project:

**2016 Crack Filling Program
Joint Bid**

Sealed bids for this contract must be received before 11:00 a.m. on Friday, May 20, 2016 at the Cary Village Hall, 655 Village Hall Drive, Cary, Illinois 60013, at which time all bids will be publicly opened and read aloud.

The scope of the work includes routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks, to be performed throughout the Municipalities.

Copies of the bidding documents, including contract provisions and specifications, may be obtained at the Village of Cary Public Works Department by calling Engineering Technician Scott Fish at 847-639-0003 or emailing a request to CaryPW@CaryIllinois.com. It is the responsibility of the bidder to meet all requirements of the bid documents. **All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq).**

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Cary for not less than ten percent (10%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

Dated: May 6, 2016
Erik D. Morimoto, PE, PTOE
Director of Public Works / Village Engineer

**MCHENRY COUNTY AREA
PAVEMENT MANAGEMENT TASK FORCE
2016 CRACK FILLING PROGRAM JOINT BID**

OWNER CONTACT INFORMATION

Village of Cary (Soliciting Agency)

454 Cary Woods Circle

Cary, Illinois 60013

Telephone: 847-639-0003

Attention: Erik Morimoto

Director of Public Works / Village Engineer

Village of Algonquin

110 Meyer Drive

Algonquin, IL 60102

Telephone: 847-658-2754

Attention: Bob Mitchard

Director of Public Works

City of McHenry

1415 Industrial Drive

McHenry, IL 60050

Telephone: 815-363-2186

Attention: Jon Schmitt

Director of Public Works

City of Woodstock

326 Washington Street

Woodstock, Illinois 60098

Telephone: 815-338-6118

Attention: Jeff Van Landuyt

Director of Public Works

**MCHENRY COUNTY AREA
PAVEMENT MANAGEMENT TASK FORCE
2016 CRACK FILLING PROGRAM JOINT BID**

INVITATION FOR BIDDER'S PROPOSALS

As part of the McHenry County Area Pavement Management Task Force, the Village of Cary is organizing a joint bid on behalf of various municipalities for the 2016 Crack Filling Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks.

The work shall be performed at the following Work Sites in the:

- Village of Algonquin, Illinois
- Village of Cary, Illinois
- City of McHenry, Illinois
- City of Woodstock, Illinois

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;

- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;

4. **Inspection and Examination**

The Bid Package may be examined at the Village of Cary Village Hall (655 Village Hall Drive, Cary, IL 60013). A copy of the Bid Package may also be received upon request by calling the Village of Cary Public Works Department at 847-639-0003 or emailing CaryPW@CaryIllinois.com.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **11:00 A.M.**, local time, **MAY 20, 2016** at the Village of Cary Village Hall, 655 Village Hall Drive, Cary, IL 60013, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

**MCHENRY COUNTY AREA
PAVEMENT MANAGEMENT TASK FORCE
2016 CRACK FILLING PROGRAM JOINT BID**

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

- A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.
- B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.
- C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.
- D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or

effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

- E. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Term**

The term of this Agreement shall be for one (1) year from the date of award. The Municipalities, as a whole, reserve the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of

the initial or renewal term, the Municipalities, as a whole, reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

4. **Prevailing Wages**

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

5. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

6. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

7. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be

rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

8. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) **Individuals.** Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) **Joint Ventures.** Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. **Other Documents.** The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

9. **Bid Security, Performance Bonds, and Insurance**

- A. **Required Bid Security.** Every Bidder's Proposal shall be accompanied by bid security in the form of a:
- i. Cashier's Check; or
 - ii. Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or

- iii. Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

The Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Bid Package; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

- B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.
- C. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Municipalities, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, the Municipalities, upon award of the Contract to Bidder.
- D. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.
- E. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to

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

- i. **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than:
 - \$1,000,000 per injury – per occurrence;
 - \$1,000,000 per disease – per employee; and
 - \$1,000,000 per disease – policy limit.
- iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track
 - General Aggregate Limit \$ 2,000,000
 - Each Occurrence Limit \$ 1,000,000
- iv. **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
 - Each Occurrence Limit \$ 1,000,000
- v. **Umbrella Excess Liability** with limits not less than:
 - \$2,000,000 over Primary Insurance
- vi. Contractor agrees that with respect to the above required insurance:

- The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days’ notice, in writing, of cancellation or material change.
- The Contractor’s insurance shall be primary in the event of a claim.
- **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies.
- A Certificate of Insurance that states that each **Municipality** has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center; font-size: 2em; opacity: 0.5;">SAMPLE</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.
- viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, Village of Algonquin, City of McHenry, City of Woodstock, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

11. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal

of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that *the Bidder has not been awarded the contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

12. **Qualification of Bidders**

- A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.
- B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.
- C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

13. **Disqualification of Bidders**

- A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing

contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

- B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.
- C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

14. **Award of Contract**

- A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.
- B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal
- C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

15. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

16. **Closing of Contract**

- A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").
- B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Bid Package.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

- C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing.

The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

17. **Failure to Close**

- A. **Annulment of Award; Liquidated Damages.** The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.
- B. **Subsequent Awards.** Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

18. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

19. **Joint Purchasing / Purchasing Extension**

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

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

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Cary including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities;

- Certificate of insurance naming each other Municipality as an additional insured;
and
- Certified payrolls to the other Municipality for work performed.

**MCHENRY COUNTY AREA
PAVEMENT MANAGEMENT TASK FORCE
2016 CRACK FILLING PROGRAM JOINT BID**

BIDDER'S PROPOSAL

Full Name of Bidder: **SKC CONSTRUCTION, INC.** ("Bidder")

Principal Office Address: **SKC CONSTRUCTION, INC.**
P. O. BOX 503

Local Office Address: **WEST DUNDEE, IL 60118**

Contact Person: **Jeff Bergquist**

Email: **jbergquist@skcconstruction.net** Telephone: **847-214-9800**

To: Village of Cary ("Soliciting Agency/Owner")
655 Village Hall Drive
Cary, Illinois 60013
Attention: Office of the Village Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including any Addenda, which are securely stapled to the end of this Bidder's Proposal ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

- A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials,

apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

**MCHENRY COUNTY AREA
PAVEMENT MANAGEMENT TASK FORCE
2016 CRACK FILLING PROGRAM JOINT BID**

ADDENDUM #1

DATE: May 6, 2016

FROM: Village of Cary

TO: Plan Holders of Record for the Work Titled:
2016 CRACK FILLING PROGRAM JOINT BID

The Bidding Documents are amended as follows:

1. "Schedule of Prices": See attached sheet replacing the existing form and clarifying the unit pricing to be included in the bid documents.
2. "Basis for Determining Price": See attached sheet, adding items 7-9 clarifying the unit pricing to be included in the bid documents and the basis for determining the lowest bidder.

END OF ADDENDUM #1

ADDENDUM #1

MCHENRY COUNTY AREA PAVEMENT MANAGEMENT TASK FORCE 2016 CRACK FILLING PROGRAM JOINT BID

SCHEDULE OF PRICES

Company Name: SKC CONSTRUCTION, INC.

P. O. BOX 503

Address: WEST DUNDEE, IL 60118

Contact Person: Jeff Bergquist

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY		UNIT PRICE	ANNUAL TOTAL COST PER YEAR
		LIN. FT. CRACKS FILLED	LBS. OF MATERIAL APPLIED		
1	Base Bid Year 1: Crack Sealant for Asphalt Pavement Applied	630,000 LIN. FT.	157,500 LBS.	\$ <u>1.32</u> / POUND \$ <u>0.33</u> / LIN. FT.	\$ 207,900.00
2	Optional Year 2: Crack Sealant for Asphalt Pavement Applied	630,000 LIN. FT.	157,500 LBS.	\$ <u>1.36</u> / POUND \$ <u>0.34</u> / LIN. FT.	\$ 214,200.00
3	Optional Year 3: Crack Sealant for Asphalt Pavement Applied	630,000 LIN. FT.	157,500 LBS.	\$ <u>1.50</u> / POUND \$ <u>0.375</u> / LIN. FT.	\$ 236,250.00

ITEM NO.	PAY ITEM	UNIT	UNIT PRICE
4	Sweeper with Disposal at Municipal Facility	Per Hour	\$ 110.00
5	Sweeper with Disposal Performed by the Contractor	Per Hour	\$ 150.00

Individual quantities for each agency in the joint bid are included in the special provisions at the end of this bid document.

Item is paid per foot of crack filled OR the equivalent pound of material applied, as directed by each individual municipality.

Provide equivalent unit costs on the bid in both per pound and linear foot formats.

The linear feet listed above is based upon 25 lbs. of material required for 100 linear feet of 1/4" wide x 1/4" deep cracks.

If a different conversion is required, please indicate on the bid document.

ADDENDUM #1

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are estimates only, the Municipalities reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.
7. Item is paid per foot of crack filled OR the equivalent pound of material applied, as directed by each individual municipality. Provide equivalent unit costs on the bid in both per pound and linear foot formats.
8. Lowest bidder is determined by comparing the total annual cost of the base bid Year 1 for the entire joint program (item number 1 of the Schedule of Prices). Prices for the optional renewal years shall be included on the Schedule of Prices form in the bid documents (items number 2 and 3).
9. The linear feet listed above is based upon 25 lbs. of material required for 100 linear feet of ¾" wide x ¾" deep cracks. If a different conversion is required, please indicate on the bid document.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Bid Package.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

- A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.
- D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of Bid Bond dollars (\$ 10970), which is equal to at least ten percent (10%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 20th day of May, 2016.

Attest/Witness:

By:

Title: Susan L. Bergquist,
Secretary

SKC CONSTRUCTION, INC.

Bidder

By:

Title: JEFFREY K. BERGQUIST
PRESIDENT

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102-5207
Mailing Address for Notices

Same as Above

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

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

OWNER:

(Name, legal status and address)

Village of Cary
655 Village Hall Drive
Cary, IL 60013

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

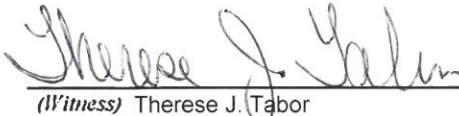
2016 Crack Filling Program Joint Bid

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

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

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

Signed and sealed this 20th day of May, 2016


(Witness) Therese J. Tabor

SKC Construction, Inc.

(Principal)

(Seal)

By: 

(Title) Jeffrey K. Bergquist President

International Fidelity Insurance Company

(Surety)

(Seal)

By: 

(Title) Harold Miller Jr. Attorney-in-Fact




(Witness) Kathleen Weaver

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sharon A. Foulk Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Harold Miller Jr. Attorney-in-Fact, of the International Fidelity

Insurance Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

International Fidelity Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in

said County, this 20th day of May, 2016.



Notary Public

Sharon A. Foulk

My Commission expires:

December 8, 2018



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Harold Miller Jr. as attorney-in-fact to execute the following Surety bond:
Surety Bond Number: Bid Bond
Principal: SKC Construction, Inc.
Obligee: Village of Cary

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of October, 2015.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Robert W. Minster, Chief Executive Officer

On this 30th day of October, 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

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



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 21st, 2020

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20th day of May, 2016.

Assistant Secretary

BIDDER'S SWORN ACKNOWLEDGEMENT

Jeffrey K. Bergquist ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of **SKC CONSTRUCTION, INC.**

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Jeffrey K. Bergquist	P.O. Box 503, West Dundee, IL 60185
Vice President	—	—
Secretary	Susan L. Bergquist	" " "
Treasurer	—	—

2. **Partnership**

ACKNOWLEDGEMENT

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____,
whose residence address is _____
and whose business address is _____. If operating
under a trade or assumed name, said trade or assumed name is as follows:
_____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE) ADDRESS

_____ (_____) _____

_____ (_____) _____

_____ (_____) _____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED this 18th day of May, 2016.

Attest/Witness:

SKC CONSTRUCTION, INC.

Bidder

By: [Signature]

By: [Signature]

JEFFREY K. BERGQUIST
PRESIDENT

Title: Susan L. Bergquist
Secretary

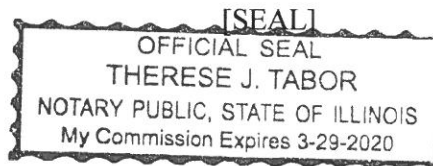
Title: _____

Subscribed and Sworn to

My Commission Expires: 3-29-20

_____ before me this 18th day of May, 2016.

[Signature]
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

BIDDER'S SWORN WORK HISTORY STATEMENT

Jeffrey K. Bergquist ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's

business:

Pavement marking, Crackfilling, Crack Sealing, + Seal Coating

2. **Composition of Work**

During the past three years,

Bidder's work has consisted of:

Pavement Marking, Crackfilling, Crack Sealing, + Seal Coating

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 35 Years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>IDOT</u>	<u>Annual Registration</u>	<u>5289</u>	<u>5-31-17</u>
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>See attached.</u>	_____	_____
Owner Address	<u>Record of Past Experience.</u>	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

Record of Past Experience

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

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

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

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	PAINT PAVEMENT MARKING (\$)
UNITED AIRLINES P.O. BOX 66140 CHICAGO, IL 60666 2014 TERMINAL STRIPING ROBERT HEATHERINGTON 773-601-3301	2015	\$311	PAINT PAVEMENT MARKING									\$311
ALLIED WATERPROOFING, INC. 520A EXECUTIVE DRIVE WILLOWBROOK, IL 60527 UCMCC CCD GARAGE BILL LEONARD 630-654-9700	2015	\$65	PAINT PAVEMENT MARKING									\$65
KAPUR & ASSOCIATES 7711 N. PORT WASHINGTON RD. MILWAUKEE, WI 53217 2015 UNITED AIRLINES GATES BRAD HAUER 815-494-4689	2015	\$85	PAINT PAVEMENT MARKING									\$85
AERO BRIDGEWORKS P.O. BOX 5137 MARIETTA, GA 30061 DELTA AIRLINES GATE RECONFIGURATION BEN WOOD 817-205-6021	2015	\$112	PAINT PAVEMENT MARKING									\$112
ROSSI CONTRACTORS 201 W. LAKE ST. NORTHLAKE, IL 60164 UNITED ATLANTIC LOT TONY LAUDANDO 708-562-2700	2015	\$15	PAINT PAVEMENT MARKING									\$15
AC PAVEMENT STRIPING CO. 695 CHURCH ROAD ELGIN, IL 60123 UAL GATE F RECONFIGURATION SCOTT KLINE 847-214-9500	2015	\$29	PAINT PAVEMENT MARKING									\$29
Sub-Total		\$617										\$617
Sub-Total (pg 6)		\$1,780										\$1,780
Total(s)		\$2,397										\$2,397

Record of Past Experience

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

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

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	COVER & SEAL COATS (\$)
SCHROEDER ASPHALT SERVICES, INC. P.O. BOX 831 HUNTLEY, IL 60142 LAKE COUNTY 2015 HOT MIX ASPHALT PATCHING BRENT SCHROEDER 815-923-4380	2015	\$16	COVER & SEAL COATS									\$16
LINDBLAD CONSTRUCTION 717 EAST CASS STREET JOLIET, IL 60434 ARGONNE LABS 2015/2016 SITE WORK THOMAS LIND 815-726-6251	2015	\$48	COVER & SEAL COATS									\$48
CITY OF ELGIN 150 DEXTER COURT ELGIN, IL 60123 2015 SEALCOAT PROJECT STEPHANIE GRAVES 630-443-7755	2015	\$15	COVER & SEAL COATS									\$15
VILLAGE OF CHANNAHON 24555 S. NAVAJO RD. CHANNAHON, IL 60410 2015 FOG SEAL PROJECT DON KINZLER 815-467-6644	2015	\$24	COVER & SEAL COATS									\$24
		\$0										\$0
		\$0										\$0
Sub-Total		\$103										\$103

Record of Past Experience

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

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

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

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
MCHESTRY COUNTY DIV OF TRANS 16111 NELSON RD. WOODSTOCK, IL 60098 2015 CRACK ROUTING & SEAL KEN BAKER 815-334-4960	2015	\$276	CLEAN & SEAL CRACKS/JOINTS									\$276
MILTON TOWNSHIP 1462 NORTH MAIN STREET WHEATON, IL 60187 2015 CRACK SEAL PROJECT DAVE BOHAC 630-682-4270	2015	\$53	CLEAN & SEAL CRACKS/JOINTS									\$53
BLOOMINGDALE TOWNSHIP 123 N. ROSEDALE BLOOMINGDALE, IL 60108 2015 CRACK SEAL PROJECT DAVE BOHAC 630-682-4270	2015	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
VILLAGE OF PALATINE 200 E. WOOD STREET, PUBLIC WORKS PALATINE, IL 60067 2015 CRACK SEAL PROJECT MARK GRABOWSKI 847-705-5262	2015	\$38	CLEAN & SEAL CRACKS/JOINTS									\$38
KANE COUNTY DIV. OF TRANS. 41W011 BURLINGTON ROAD ST. CHARLES, IL 60175 2015 CRACK SEAL PROJECT DAVID SITKO 630-444-3149	2015	\$296	CLEAN & SEAL CRACKS/JOINTS									\$296
WHEATLAND TOWNSHIP 4232 TOWER COURT NAPERVILLE, IL 60564 2015 CRACK FILLING PROGRAM JEFFREY STRZALKA, P.E. 815-385-1778	2015	\$34	CLEAN & SEAL CRACKS/JOINTS									\$34
Sub-T total		\$747										\$747

Record of Past Experience

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

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

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
CITY OF FREEPORT 524 W. STEPHENSON ST., SUITE 330 FREEPORT, IL 61032 2015 CRACK FILLING PROGRAM SHAUN GALLIGHER 815-297-1166	2015	\$67	CLEAN & SEAL CRACKS/JOINTS									\$67
VILLAGE OF BOLINGBROOK 375 WEST BRIARCLIFF ROAD BOLINGBROOK, IL 60440 2015 CRACK SEAL PROJECT PRATIK PATEL 630-226-8852	2015	\$263	CLEAN & SEAL CRACKS/JOINTS									\$263
CITY OF MORRIS 320 WAUPONSEE STREET MORRIS, IL 60450 2015 CRACK SEALING/PVT. MRKG PROG. GUY CHRISTIANSEN, P.E. 815-942-1402	2015	\$26	CLEAN & SEAL CRACKS/JOINTS									\$26
CITY OF SYCAMORE 535 DEKALB AVE. SYCAMORE, IL 60178 2015 CRACK SEALING PROJECT JOHN SAUTER 815-895-4515	2015	\$42	CLEAN & SEAL CRACKS/JOINTS									\$42
VILLAGE OF PLAINFIELD 14400 COIL PLUS DRIVE PLAINFIELD, IL 60544 2015/16 CRACK SEAL PROJECT RANDALL JESSEN 815-730-3444	2015	\$63	CLEAN & SEAL CRACKS/JOINTS									\$63
AC PAVEMENT STRIPING CO. 695 CHURCH ROAD ELGIN, IL 60123 2015 VIL OAK PARK CRACKFILL/MICRO PRGRM JIM BUDRICK 708-358-5733	2015	\$74	CLEAN & SEAL CRACKS/JOINTS									\$74
Sub-Total		\$535										\$535

Record of Past Experience

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

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

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

Name, Address and Phone Number of Reference	Year	Total In (1000's \$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
WHEATLAND TOWNSHIP ROAD DISTRICT 4232 Tower Court NAPERVILLE, IL 60564 2015 CRACKFILL PROJECT JEFFREY STRZALKO, HR GREEN INC. 815-385-1778	2015	\$34	CLEAN & SEAL CRACKS/JOINTS									\$34
GRUNDY COUNTY HWY. DEPT. 310 E. DUPONT ROAD MORRIS, IL 60450 NETTLE CREEK/AIRPORT RDS. CRACK/SEAL PROJ. DENNIS BERGO, P.E. 815-942-0363	2015	\$49	CLEAN & SEAL CRACKS/JOINTS									\$49
VILLAGE OF ADDISON 1 FRIENDSHIP PLAZA ADDISON, IL 60101 2015 CRACK SEAL PROGRAM J. CHRYSOGELOS 630-543-4100	2015	\$48	CLEAN & SEAL CRACKS/JOINTS									\$48.00
AUX SABLE TOWNSHIP 8960 E. ROUTE 6 MORRIS, IL 60450 2015 CRACK SEALING PROGRAM RAY UNERHILL 815-592-9255	2015	\$19	CLEAN & SEAL CRACKS/JOINTS									\$19
AUSTIN TYLER CONSTRUCTION 23343 S. RIDGE ROAD ELWOOD, IL 60421 VLG FRANKFORT 2015 MFT RESURFACING TONY WELLNER 715-726-1090	2015	\$33	CLEAN & SEAL CRACKS/JOINTS									\$33
CITY OF BATAVIA 200 N. RADDANT RD. BATAVIA, IL 60510 2015 CRACK SEAL PROJECT TIMOTHY GRIMM, P.E. 630-454-2756	2015	\$60	CLEAN & SEAL CRACKS/JOINTS									\$60
Sub-Total		\$243										\$243

Record of Past Experience

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

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

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

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
D CONSTRUCTION 1488 S. BROADWAY COAL CITY, IL 60416 VILLAGE OF MINOOKA 2015 MFT KEN WILHELM 815-458-3411	2015	\$18	CLEAN & SEAL CRACKS/JOINTS									\$18
VILLAGE OF LAGRANGE 53 S. LAGRANGE ROAD, P.O. BOX 668 LAGRANGE, IL 60525 2015 CRACK FILLING PROGRAM RYAN GILLINGHAM 708-579-2328	2015	\$20	CLEAN & SEAL CRACKS/JOINTS									\$20
VILLAGE OF LYONS 4200 SOUTH LAWNDAL AVE. LYONS, IL 60534 2015 CRACK SEAL PROGRAM JAMES CANKAR, P.E. 630-887-8640	2015	\$36	CLEAN & SEAL CRACKS/JOINTS									\$36
GENEVA TOWNSHIP 400 WHEELER DRIVE GENEVA, IL 60134 2015 CRACK SEAL PROGRAM MIKE ABTS 630-232-6600	2015	\$22	CLEAN & SEAL CRACKS/JOINTS									\$22
VILLAGE OF COAL CITY 515 SOUTH BROADWAY COAL CITY, IL 60416 2015 CRACK FILLING PROGRAM JOSEPH MCKENNA, P.E. 815-942-1402	2015	\$20	CLEAN & SEAL CRACKS/JOINTS									\$20
D CONSTRUCTION 1488 S. BROADWAY COAL CITY, IL 60416 CITY OF YORKVILLE 2015 MFT KEN WILHELM 815-458-3411	2015	\$36	CLEAN & SEAL CRACKS/JOINTS									\$36
Sub-Total		\$152										\$152

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor
(If Bidder was)
(Subcontractor)

See Record of Past Experience
on Previous Page

Amount of Contract

Date Completed

DATED this 18th day of May, 2016.

Attest/Witness:

SKC CONSTRUCTION, INC.

By:

Title: Susan L. Bergquist
Secretary

By:

Title:

Bidder

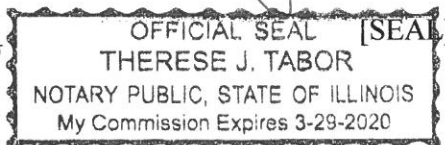
JEFFREY K. BERGQUIST
PRESIDENT

Subscribed and Sworn to

My Commission Expires:

before me this 18th day of May, 2016.

Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**

**MCHENRY COUNTY AREA
PAVEMENT MANAGEMENT TASK FORCE
2016 CRACK FILLING PROGRAM JOINT BID**

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2012 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

The term “Municipalities” and “Village” refers to the Village of Algonquin, Illinois; Village of Cary, Illinois; City of McHenry, Illinois; and City of Woodstock, Illinois.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for routing, cleaning, and filling certain asphalt pavement cracks throughout the Municipalities at locations determined by the municipal representative. Only sections of crack that are identified at each location and listed on the crack filling list or map shall be routed, cleaned, filled and accounted for in the Schedule of Prices. The Contractor is not guaranteed the total annual quantity as listed in the Schedule of Prices under the items of CRACK SEALANT FOR ASPHALT PAVEMENT APPLIED (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for removing material on the pavement or on nearby or adjacent property generated as a result of the Work.

AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the total Work as listed in the Schedule of Prices.

CONTRACT TIME

Contractor shall complete the Work no later than **August 19, 2016**, unless otherwise approved in writing by the Municipality’s representative.

WORKING HOURS

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Municipality's representative.

TRAFFIC CONTROL AND SITE SAFETY

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Crack filling work shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the routing of the pavement cracks. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor. Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Bidders will provide pricing for this contract per LINEAL FOOT of crack filled with an equivalent pound of crack sealant to be provided and installed per the specifications contained

herein. A bidder's per-foot and equivalent per-pound pricing will include all of its costs, including its costs for materials, installation services, and the providing of advance notice about these services to residences.

Pricing per hour must be submitted for street sweeping with disposal by the Contractor and pricing per hour for street sweeping with disposal at Municipal facility.

The Contractor's pricing under the optional renewals allowed by this RFB must be indicated in the bid proposal.

OTHER SPECIAL PROVISIONS

1. Equipment used for heating and placing the premixed material shall be capable of heating the material to 400° F and pumping the material into the prepared cracks.
2. All temperature gauges shall be calibrated and checked for accuracy.
3. Crack sealing material shall be a rubberized material that conforms to section 451 and section 1050.02 of the IDOT standard specifications, current edition. Prior to beginning work, the contractor shall submit to the Municipality's representative a manufacturer's certificate stating that the crack sealing material complies with the above requirements.
4. Crack routers/cutters shall be mechanical and power driven, capable of cutting the cracks to the required dimensions. Equipment designed to "plow" the cracks will not be permitted.
5. Crack routing dimensions shall not exceed three-quarter inch (3/4") wide, by three-quarter inch (3/4") deep. Dimensions that exceed this must be approved by the Municipality's representative.
6. Air compressors shall provide moisture and oil-free compressed air and shall be of sufficient size to blow sand and other foreign material from the crack prior to placing the crack sealing material.
7. High temperature (2700 FPS avg.) and high air velocity (1900 FPS avg.) crack blowing equipment shall be used to perform final crack blowing and lancing.
8. Crack cleaning and filling shall be done only when ambient air and pavement surface temperatures are above 40° F. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the crack surfaces. Crack sealing material shall be heated on the job, not to exceed 400° F.
9. Crack sealant shall be applied so that the crack is flush filled immediately following application and a thin over-band of sealant extends approximately one inch (1") beyond the edges of the crack. Excess crack sealant shall be removed from the pavement surface

immediately following application. Removal shall involve the use of a squeegee, starting from the centerline and proceeding towards the shoulder or curb.

10. Each Municipality will determine if the Contractor will sweep and remove all debris from routing of the cracks or if the sweeping and removal of debris will be performed by the Municipality. On the pricing chart, the contractor shall provide a price per hour for the cost of sweeping and removing all debris.
11. Each Municipality shall also decide if the Contractor shall be responsible for the disposal of debris from sweeping or if the Contractor is to transport debris to a Municipality facility location as determined by the Director of Public Works or his/her designee. If transported, only debris from crack sealing operation will be allowed to be dumped at the Municipal facility.
12. Upon completion of sweeping and collection of debris, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.
13. Traffic shall be permitted to cross sealant for a time period no less than ten minutes from the time sealant has been applied.
14. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
15. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. The Contractor's certificate of insurance shall meet the requirements of Article 107.27 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the Contractor's policy of insurance shall also include the Municipalities and consultant engineers (if applicable) as the additional insured.
16. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.
17. The Municipalities reserve the right to appoint an employee or other representative to inspect all work completed under this contract.
18. The Municipalities shall provide lists of roads that shall be completed in this contract.
19. Contractor must provide notification of where and when work will be done each day (preferably at least 24 hours in advance).
20. The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

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

SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY

The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

	MUNICIPALITY							
	ALGONQUIN		CARY		MCHENRY		WOODSTOCK	
	LBS	LIN FT*	LBS.	LIN FT*	LBS	LIN FT*	LBS	LIN FT*
BASE BID YEAR 1: CRACK SEALANT FOR ASPHALT PAVEMENT	12,500 LBS	50,000 LF	30,000 LBS	120,000 LF	52,500 LBS	210,000 LF	62,500 LBS	250,000 LF
OPTIONAL YEAR 2: CRACK SEALANT FOR ASPHALT PAVEMENT	12,500 LBS	50,000 LF	30,000 LBS	120,000 LF	52,500 LBS	210,000 LF	62,500 LBS	250,000 LF
OPTIONAL YEAR 3: CRACK SEALANT FOR ASPHALT PAVEMENT	12,500 LBS	50,000 LF	30,000 LBS	120,000 LF	52,500 LBS	210,000 LF	62,500 LBS	250,000 LF

** Item is paid per foot of crack filled or the equivalent pound of material applied. The linear feet listed above is for reference only and is estimated based upon 25 lbs. of material required for 100 linear feet of 3/4" wide x 3/4" deep cracks.*

APPENDIX A

AGREEMENT ACCEPTANCE

CRACK SEALING SERVICES

ACCEPTANCE

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

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

by: _____

Title: