

Contract

1. THIS CONTRACT is entered into on July 17, 2017 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and **Crowley-Sheppard Asphalt, Inc., 6525 W. 99th St., Chicago Ridge, Illinois 60415**, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$2,148,342.00.
2. The following documents set forth the terms of this Contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 17-2, Resurfacing of Various Streets and Parking Lots;
 - b. Contractor's Proposal dated July 6th, 2017; and
 - c. The Contract Bond.
3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control.
4. The Contractor shall at its own cost and expense perform all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.
5. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this contract.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract on the date above mentioned.

Attest:

VILLAGE OF OAK PARK

Vicki Scaman
 Vicki Scaman
 Village Clerk

By *Cara Pavlicek*
 Cara Pavlicek
 Village Manager

Attest:

CROWLEY-SHEPPARD ASPHALT, INC.

By: *M.J. Sheppard*
 Signature
M.J. SHEPPARD
 Printed Name
 Its: *secretary*
 Title:

By: *R.A. Sheppard*
 Signature
R.A. Sheppard
 Printed Name
 Its: *president*
 Title:

**REVIEWED AND APPROVED
 AS TO FORM**

Paul L. Sheppard
 JUL 17 2017
 LAW DEPARTMENT



Bond No. 9261123

Contract Bond

Crowley-Sheppard Asphalt, Inc., 6525 W. 99th St, Chicago Ridge, Illinois 60415, as PRINCIPAL, and

Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Two Million, One Hundred and Forty Eight Thousand, Three Hundred and Forty two, and 00/100 (\$2,148,342.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this 7th day of August, 2017.

NAME OF PRINCIPAL Crowley-Sheppard Asphalt, Inc.

By: [Signature]
Signature

By: R. A. Sheppard
Printed Name

Its: President
Title



Subscribed to and Sworn before me on the

7th day of August, 2017.
[Signature]
Notary Public

NAME OF SURETY Fidelity and Deposit Company of Maryland

By: [Signature]
Signature of Attorney-in-Fact
Sandra M. Winsted

Subscribed to and Sworn before me on the

7th day of August, 2017.
[Signature]
Notary Public Diane M. O'Leary



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. DEMPSEY, Christina L. SANDOVAL and Diane M. O'LEARY**, all of **Chicago, Illinois**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of June, A.D. 2016.

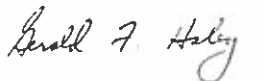
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary
Michael McKibben*

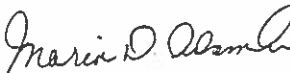


*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 13th day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*





CROWL-1

OP ID: SB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2017

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

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

PRODUCER
Connor & Gallagher Ins. Serv.
750 Warrenville Road, Ste. 400
Lisle, IL 60532
Stephen E. Gallagher

CONTACT
NAME: Stephen E. Gallagher
PHONE (A/C, No, Ext): 630-810-9100 FAX (A/C, No): 630-810-0100
E-MAIL: sgallagher@gocgo.com
ADDRESS:

INSURED
Crowley-Sheppard Asphalt, Inc.
6525 West 99th Street
Chicago Ridge, IL 60415-0157

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Property Casualty	36161
INSURER C: Charter Oak Fire Ins. Co.	25615
INSURER D: Travelers Indemnity	25658
INSURER E: North River Insurance Company	21105
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DT-CO-5009X081-PHX-15	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT-810-5009X081-TIL-15	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coli Dedt \$ \$500/\$500
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		DTSM-CUP-5009X081-IND-15	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	DTO-UB-5009X081-15	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability		5227986249	12/31/2016	12/31/2017	Limit 15,000,000
A	Equipment Floater		DT-CO-5009X081-PHX-15	12/31/2016	12/31/2017	Rntd/Lsd 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project - Various Streets Resurfacing Project 17-2

CERTIFICATE HOLDER

CANCELLATION

VILLOAK

Village of Oak Park
123 W. Madison St
Oak Park, IL 60302

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

AUTHORIZED REPRESENTATIVE

Steve Gallagher

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Project No. 17-2 RS Local Street and Parking Lot Improvements

BID OPENING: 11:00 a.m. Thursday, July 6, 2017 – 201 South Blvd. Oak Park, IL 60302

COMPANY NAME	Bid Amount	Notes :
CROWLEY-SHEPPARD, Chicago Ridge	\$2,148,341.43	
R.W. DUNTEMAN, Addison	\$2,188,239.90	
G&M CEMENT CONSTR /Addison	\$2,219,017.22	
J.A. JOHNSON, Arlington Hts	\$2,167,761.00	
SCHROEDER ASPHALT, Marengo	\$2,154,071.20	2,169,571.20
BROTHERS ASPHALT /Addison		#3
K-FIVE, Lemont		#3
D CONSTRUCTION, Coal City		#3
SUBURBAN GENERAL CONSTR, LaGrange Park		#6
CERNIGLIA, Melrose Park		#6
Note # 1 = Package was returned with out a forwarding address.		
Note # 2 = Company could not complete the package in time.		
Note # 3 = Company was not interested in the project.		
Note # 4 = Company was disqualified due to incomplete bid package		
Note #5 = Company had prior commitments and could not meet time schedule.		
Note #6= Sub-contractor not bidding as Prime Contractor		
		7/6/2017 16:17

RESOLUTION

**A RESOLUTION APPROVING A CONTRACT WITH CROWLEY-SHEPPARD ASPHALT, INC.,
FOR PROJECT 17-2, RESURFACING OF VARIOUS STREETS AND PARKING LOTS,
IN AN AMOUNT NOT TO EXCEED \$2,148,342 AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Contract with Crowley-Sheppard Asphalt, Inc, of Chicago Ridge, Illinois for Project 17-2, Resurfacing of Various Streets and Parking Lots is approved in an amount not to exceed \$2,148,342, and the Village Manager is authorized to execute the Contract in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 17th day of July, 2017 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Button Ott				✓
Trustee Moroney	✓			
Trustee Taglia				✓
Trustee Tucker	✓			

APPROVED this 17th day of July, 2017.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk