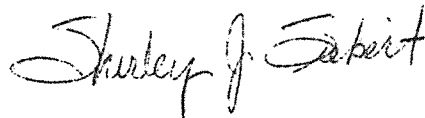


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-17-52 **A RESOLUTION APPROVING A CONTRACT WITH M&J ASPHALT PAVING COMPANY FOR AN ASPHALT PAVEMENT PATCH CONTRACT FOR GROVE STREET IN AN AMOUNT NOT TO EXCEED \$19,965.00**

To The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 7th day of September, 2017.



Shirley J. Siebert, City Clerk
City of Wood Dale
DuPage County, Illinois

SEAL



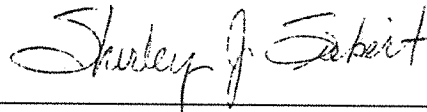
Resolution #R-17-052

AN RESOLUTION APPROVING A CONTRACT WITH M&J ASPHALT PAVING COMPANY FOR AN ASPHALT PAVEMENT PATCH CONTRACT FOR GROVE STREET IN AN AMOUNT NOT TO EXCEED \$19,965.00

Passed: September 7, 2017
Published in Pamphlet Form: September 7, 20 17

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **R-17-052 AN RESOLUTION APPROVING A CONTRACT WITH M&J ASPHALT PAVING COMPANY FOR AN ASPHALT PAVEMENT PATCH CONTRACT FOR GROVE STREET IN AN AMOUNT NOT TO EXCEED \$19,965.00**

passed and approved by the City Council of the City of Wood Dale on September 7, 2017 and hereby published in pamphlet form on September 7, 2017..



Shirley J. Siebert
City Clerk

SEAL



RESOLUTION NO. R-17-52

A RESOLUTION APPROVING A CONTRACT WITH M& J ASPHALT PAVING COMPANY FOR AN ASPHALT PAVEMENT PATCH CONTRACT FOR GROVE STREET IN AN AMOUNT NOT TO EXCEED \$19,965.00

WHEREAS, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the M&J Asphalt Company for the Grove Street Road Patch; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of M&J Asphalt Company the Mayor and the City Council find M&J Asphalt Company is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 7th day of September, 2017

AYES: ALDERMEN CATALANO, SORRENTINO, E. WESLEY,
R. WESLEY AND WOODS

NAYS: NONE

ABSENT: ALDERMEN JAKAB, MESSINA, SUSMARSKI

APPROVED this 7th day of September, 2017

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST:



Shirley J. Siebert, City Clerk



Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

Proposal No. 2017-1147

Date:

August 21, 2017

Submitted To:

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, Illinois 60191

Job Name:

Asphalt Pavement Repair

Job Location:

Wood Dale, Illinois

Attn:

Ken Rubach

We hereby submit our proposal for construction work at the above project as follows:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
Pavement Patch (73 ft. X 29 ft.) Work Includes Sawcut Pavement as Needed Excavate and Dispose of Temporary Stone Place 6 in. Compacted Hot-Mix Asphalt Binder Place 2 in. Compacted Hot-Mix Asphalt Surface	236 S.Y.	79.86	\$18,846.96
TOTAL			\$18,846.96

PROJECT NOTES AND EXCLUSIONS

- Final Payment to be determined by actual quantity installed times unit prices
- Does not include permit or bonds fees
- A Certificate of Insurance furnished upon request
- Prices good for 2017 work

M&J Asphalt Paving Company Inc.
City of Wood Dale
Street Patch
2017-1147

TERMS AND CONDITIONS

No permit, testing or bond fees. A certificate of insurance is furnished upon request.

If this proposal, 2017-1147 meets with your approval and you desire to enter into a contract on the terms and conditions set forth herein, please so indicate by signing and returning to us the original copy of this quotation, which shall become a contract upon, but not before, acceptance by M&J Asphalt Paving Company Inc. (M&J).

The quantities, if any, listed above are estimates. Payment will be based on actual quantities completed at the unit price or lump sum quoted for such item or items. Owner/contractor hereby acknowledges that the petroleum market is extremely volatile. Therefore, any asphalt or other material price increase from M&J's suppliers between the date of the proposal and the commencement date of the work is subject to an escalation clause. Owner/contractor hereby agrees to pay to M&J the material cost increase, including taxes together with a ten percent (10%) markup on said increase. M&J hereby agrees to provide owner/contractor with documents verifying said increase upon request.

M&J shall not be responsible for any damage to any underground utilities, appurtenances or other hidden conditions unless the owner/contractor has given to M&J advance written notice of their existence and location.

Payment is due in full within ten (10) days of receipt of the invoice. M&J shall receive final payment upon completion of the work within thirty (30) days of submission of its final invoice. Any and all payments not made in accordance hereof, shall be subject to a 1.5% per month service charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

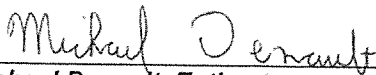
M&J hereby warrants and guarantees that the work furnished hereunder shall conform to the specifications and requirements as set forth in the proposal and further warrants and guarantees that the work is free from defects in material and workmanship. This guarantee and warranty shall remain in effect for a period of twelve (12) months from the date of written acceptance of the work by the owner/contractor. M&J shall promptly, and at its sole cost and expense, either repair or replace any defective work upon receipt by a written notice of a defect within said twelve (12) month period.

Any alteration or deviation from the above drawings or specifications involving extra cost of materials or labor will incur an extra charge over the amount mentioned in this proposal/contract. All agreements must be in writing. All agreements are contingent upon strikes, accident or delays beyond our control.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Down Payment	\$ See Above
Balance Upon Completion	\$ 18,846.96

Signed for M&J:



Michael Denault, Estimator

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



Signature

Date of Acceptance