

ORDINANCE NO. 2508-25

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO AWARD AND EXECUTE THE 2025 PAVEMENT PATCHING PROGRAM TO CHADWICK CONTRACTING COMPANY

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to award the 2025 Pavement Patching Program to Chadwick Contracting Company and execute the Award Contract in an amount not to exceed \$160,000.00 attached hereto as Exhibit "A", and, by this reference made a part hereof.

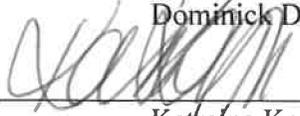
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on September 23, 2025:

AYES: KATYER, VANAN, RYCHICK, BAYLER, MCCARTHY, HURIT

NAYS: Ø

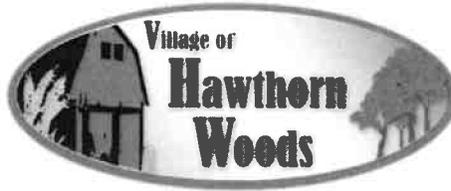
ABSENT AND NOT VOTING: Ø

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Katrina Koprowski, Village Clerk

ADOPTED: SEPTEMBER 23, 2025

APPROVED: SEPTEMBER 23, 2025



Department of Public Works  
Memorandum

**TO:** Mayor Dominick DiMaggio  
Village Board of Trustees  
Pamela O. Newton, Chief Operating Officer

**FROM:** Erika M. Frable, P.E.; Director of Public Works/Village Engineer

**SUBJECT:** 2025 Pavement Patching Program

**DATE:** September 15, 2025

The Village put out a Request for Proposals to perform pavement patching on Village streets and grind and overlay on portions of Owens Road. The Village received seven proposals. The proposals were publicly opened at 11:15am on September 15, 2025.

The Village bid out the project expecting to perform approximately 3000 square yards of 4-inch patching and 1200 square yards of grind and overlay. We are expecting the pavement patching to be performed in the Woodland Estates, Glennshire, Highview and Rambling Hills West neighborhoods. The grind and overlay will address the areas on Owens Road that are in poor condition and have not yet been patched.

Attached is the bid opening form that includes the total Bid Amount for each contractor, as well as the unit cost for pavement patching and the grind and overlay.

Due to the bids coming in lower than expected, we would like to have the contractor perform an additional 400 square yards of patching for a total of 3400 square yards of patching.

The apparent low bidder is Chadwick Contracting Company. Chadwick Contracting Company was the low bidder for the last two years of patching programs and they did a good job with our patching program. We recommend this project be awarded to Chadwick Contracting Company.

**Funding Available:**

The total amount budgeted for patching is \$110,000 utilizing MFT funds. We do have \$50,000 of MFT funding budgeted for crack sealing that we recommend be transferred to pavement patching, providing us a total of \$160,000 for patching.

**Summary:**

Staff recommends that the project be awarded to Chadwick Contracting Company, awarding 3400 square yards of patching and 1200 square yards of grind and overlay for a cost not to exceed \$160,000.

**VILLAGE OF HAWTHORN WOODS  
OPENING OF PROPOSALS**

**VILLAGE OF HAWTHORN WOODS  
2025 PAVEMENT PATCHING PROGRAM  
September 15, 2025 at 11:15am**

<b>CONTRACTOR</b>	<b>PROPOSAL SIGNED</b>	<b>BID BOND</b>	<b>Patching 4-inch total</b>	<b>Grind &amp; Overlay total</b>	<b>TOTAL BID AMOUNT</b>
Chicagoland Paving	ok	ok	\$45.40/\$136,200	\$24.00/\$28,800	\$165,000.00
Chadwick Contracting Company	ok	ok	\$39.00/\$117,000	\$22.00/\$26,400	\$143,400.00
Peter Baker & Son	ok	ok	\$55.00/\$165,000	\$24.50/\$29,400	\$194,400.00
Schroeder Asphalt	ok	ok	\$44.00/\$132,000	\$21.50/\$25,800	\$157,800.00
Everlast Blacktop	ok	ok	\$42.00/\$126,000	\$50.90/\$61,080	\$187,080.00
A Lamp Concrete Contractors, Inc.	ok	ok	\$52.00/\$156,000	\$40.00/\$48,000	\$204,000.00
Murphy Construction Services	ok	ok	\$55.15/\$165,450	\$28.80/\$34,560	\$200,010.00

24-167  
24-122

**ADVERTISEMENT FOR BID**  
**for**  
**VILLAGE OF HAWTHORN WOODS**  
**2025 PAVEMENT PATCHING PROGRAM**

Notice is hereby given that the Village of Hawthorn Woods is seeking bids for 2025 Pavement Patching Program, in accordance with specifications currently on file and which may be picked up in the Village Clerk's Office at the Village of Hawthorn Woods Village Hall, located at 2 Lagoon Drive, Hawthorn Woods, Illinois 60047 between 8:00 A.M. - 4:00 P.M. Monday through Friday. The scope of the project includes approximately 3000 square yards of 4-inch thick pavement patching and approximately 1200 square yards of 2-inch grind and overlay.

Completed bids are due in the Village Clerk's office of the Hawthorn Woods Village Hall no later than 11:15 A.M. on Monday, September 15, 2025, at which time said bids will be opened and publicly read aloud. The Village of Hawthorn Woods reserves the right to reject any or all bids, to waive technicalities or to accept any bid which, in its judgment, will be in the best interest of the public. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bid may be withdrawn or cancelled after opening of bids for a period of thirty (30) days after the advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled or modified after having been accepted by the Village. Only bids responsive to the specifications will be considered. Please direct all questions to the Public Works Department at (847) 540-5223.

**VILLAGE OF HAWTHORN WOODS**

**2025 PAVEMENT PATCHING PROGRAM**

The Village of Hawthorn Woods invites contractors to submit bids for the work described in detail in the instructions and provisions attached.

**Instructions for Bids**

It is the intent of the Village of Hawthorn Woods to herein specify the requirements for the installation of approximately 3000 square yards of 4-inch thick pavement patching and approximately 1200 square yards of 2-inch grind and overlay. Contractor shall furnish all necessary labor, material and equipment for the above-mentioned.

Contractors shall utilize the Contractor's Cost Sheet enclosed to indicate the cost of the project.

The successful contractor shall execute a contract with the Village and provide a certificate of insurance naming the Village of Hawthorn Woods as additional insured.

The Village of Hawthorn Woods reserves the right to reject any or all bids, to waive any informalities in bidding, and to accept any bid which the Board of Trustees deems most favorable to the interest of the Village.



## **SPECIAL PROVISIONS (PAVING CONTRACT)**

### **1. DESCRIPTION OF SCOPE OF PROJECT**

The Village has multiple streets that require 4-inch pavement patching. The streets are primarily located in the Woodland Estates, Glennshire, Highview and Rambling Hills West subdivisions. The Village also will be performing a 2" grind and overlay on parts of Owens Road.

### **2. PAVEMENT PATCHING, 4" thickness (per square yard)**

- A. Minimum thickness of 4 inches w/ 1.75" surface course and 2.25" binder course**
- B. Class D patch**
- C. Patches are expected to be 5' in width or larger.**

Class D patching shall conform to Section 442.08 of IDOT's Standard Specifications for Bridge and Road Construction, adopted January 1, 2022.

The HMA shall be placed only when the temperature in the shade is at least 40 °F (5 °C), the forecast is for rising temperature, and the subgrade is not frozen. The HMA shall be placed in two or more lifts with the minimum compacted thickness according to Article 406.06(d). Each lift shall be compacted with a mechanical tamper, a vibrating tamper, or a self-propelled roller.

The Village expects to patch approximately 3000 square yards.

### **3. GRIND & OVERLAY, 2" thickness (per square yard)**

- A. Grind 2" asphalt**
- B. Overlay w/ surface course, minimum thickness of 2 inches**
- C. Three areas included:**
  - a. Area 1 – approximately 175' x 10' & 138' x 10'**
  - b. Area 2 – approximately 136' x 10' & 63' x 10'**
  - c. Area 3 – approximately 286' x 20'**
- D. The Village expects to grind and overlay approximately 1200 square yards.**

### **4. KEEPING ROAD OPEN TO TRAFFIC**

The roads shall be kept open to traffic at all times.

### **5. INCIDENTAL TO CONTRACT**

Saw cutting and removal and disposal of the existing pavement and bituminous surface is incidental to this contract. Traffic control is incidental to contract.

### **6. PREVAILING WAGES**

Successful contractor must comply with the Village of Hawthorn Woods' Prevailing Wage Rate Ordinance, as required by law. A certified payroll shall be submitted with request for payment.

**7. COMPLETION DATE**

The project is expected to be awarded at the September 23, 2025 Village Board meeting and all aspects of the project must be completed by October 31, 2025.

**8. BID SECURITY**

Bidder herewith tenders a Cashier's Check, Certified Check, Bid Bond or cash for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security"). *5% Bid Bond Attached*

**9. CONTRACT BOND**

Upon Award of Contract, the successful bidder shall post, with good and sufficient sureties, a bond, in a form approved by the Village, in the total amount of the Contract to ensure the Work will be completed, including payment of material used on the project, and all labor performed to complete the project.

**10. CONTRACTOR'S INSURANCE SPECIFICATIONS**

The successful bidder shall not commence work under the contract until he/she has obtained all insurance required herein, naming the Village as additional insured party, and such insurance has been approved by the Village.

The successful bidder shall maintain limits no less than:

**TYPE OF INSURANCE**

**MINIMUM INSURANCE COVERAGE**

**COMMERCIAL GENERAL LIABILITY**

1. Comprehensive Form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Insurance - With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications
7. Broad Form Property Damage - construction projects only.
8. Independent contractors
9. Personal Injury

**COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE  
\$1,000,000**

**GENERAL AGGREGATE  
\$2,000,000**

**BUSINESS AUTOMOBILE LIABILITY OWNED, NON-OWNED, OR RENTED**

**COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE**

\$1,000,000

WORKER'S COMPENSATION AND  
OCCUPATIONAL DISEASES

AS REQUIRED BY APPLICABLE LAWS

EMPLOYER'S LIABILITY PER OCCURRENCE

\$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village and the named as additional insured; (2) Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

In the event of accidents of any kind, the successful bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**INSURANCE POLICY(S) ENDORSEMENT**

*SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.*

VILLAGE OF HAWTHORN WOODS (the "Village")  
2 Lagoon Drive  
Hawthorn Woods, Illinois 60047

**A. POLICY INFORMATION.**

1. Insurance Company
2. Policy Number
3. Policy Term (From) 12/10/24 (To) 12/10/25
4. Endorsement Effective Date
5. Named Insured
6. Address of Named Insured
7. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
8. Deductible or Self-Insured Retention (Nil unless  
otherwise specified:) \$ \_\_\_\_\_

*Certificate A Hachuel*

8/31/2025

**B. VERIFICATION OF COVERAGE.**

The successful bidder shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village reserves the right to request full certified copies of the insurance policies and endorsements, which shall be provided within thirty days of the request by the Village.

**C. POLICY AMENDMENTS.**

Each policy shall contain, or be endorsed to contain, the following provisions:

**1. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful bidder, (b) products and completed operations of the successful bidder, (c) premises owned, leased or used by the successful bidder, and (d) automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

**2. CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

**3. SEVERABILITY OF INTEREST.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

**4. SUBCONTRACTORS.**

(ALL COVERAGES)

The successful bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Section.

**5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.**  
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

**6. CANCELLATION NOTICE.**  
(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

**7. INDEMNITY/HOLD HARMLESS PROVISIONS.**  
(ALL COVERAGES)

The insurance afforded by the policy shall include the "Indemnity/Hold Harmless" provisions set forth below.

**8. ACCEPTABILITY OF INSURERS.**  
(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

**9. ASSUMPTION OF LIABILITY.**  
(ALL COVERAGES)

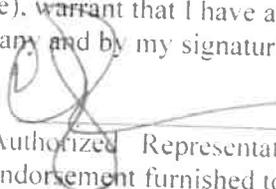
The successful bidder assumes liability for all injury to or death of any person or persons including employees of the successful bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.**

I, Chad Johnson

(print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of:

  
Authorized Representative (Original signature required on endorsement furnished to the Village).

ORGANIZATION: Chadwick Contracting  
ADDRESS: 12 Prosper Ct. Lake in the Hills, IL 60156  
TITLE: Pres.  
TELEPHONE: (847) 343-1476 C  
847-854-0041 Dille



---

**Chad Johnson**

12 Prosper Court  
Lake in the Hills, IL 60156

847-854-0044 ext. 12  
Fax 847-854-0110  
Cell 847-343-1476  
chadjohnson@chadwickcontracting.com

## **INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees, or subcontractors, or which may anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officers, agents, employees, and volunteers. The Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officers, agents, employees, and volunteers, in any such action, the Bidder shall, as its own expense, satisfy and discharge same.

The successful bidder expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the successful bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

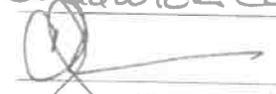
The successful bidder further agrees that to the extent that money is due the successful bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

CONTRACTOR'S COST SHEET

		Per square yard	Total
1. Pavement Patching, 4 inch thickness	3000 square yards	\$ <u>39.00</u>	\$ <u>117,000.00</u>
2. Grind and Overlay, 2 inch thickness	1200 square yards	\$ <u>22.00</u>	\$ <u>26,400.00</u>
	Total Cost		\$ <u>143,400.00</u>

CONTRACTOR INFORMATION:

Contractor's Name: Chadwick Contracting

Signature of Bidder: 

Printed Name: Chad Johnson

Contractor's Business Address: 12 Prosper Ct.  
Lake in the Hills, IL 60156

Contractor's Business Telephone: 847-854-0044

Contractor's Fax: 847-854-0110

Cellular: 847-343-1476

Email: chadjohnson@chadwickcontracting.com

**INDEPENDENT CONTRACTOR AGREEMENT**

For and in exchange of the mutual promises and agreements each given the other, the undersigned Independent Contractor and the Village of Hawthorn Woods hereby agree as follows:

1. Parties: Independent Contractor  
[hereafter referred to as "Contractor"]

Name: Chad Johnson  
Address: 12 Prosper Ct  
Lake in the Hills IL 60056  
Telephone: 847-854-0044

Village of Hawthorn Woods  
[hereafter referred to as "Village"]  
2 Lagoon Drive  
Hawthorn Woods, Illinois 60047  
(847) 540-5223

3. Contractor shall at all times hold the Village harmless from any and all claims, causes of action or other liabilities related to the Contractor's activities, including reasonable attorneys fees and as requested, shall promptly provide Village with proof of insurance as, in the sole discretion of the Village, may be deemed appropriate in relation to the scope of work.

4. The Village for any reason or without reason may terminate the Agreement and Contractor for work and material to the date of termination.

Entered the 11 day of September, 2025.

Independent Contractor: Chadwick Contracting

[Name]

By: Chad Johnson

Village of Hawthorn Woods:

By: [Signature]



ACKNOWLEDGMENT BY SURETY

STATE OF Illinois  
County of McHENRY } ss.

On this 12th day of September, 2025, before me personally appeared William Brian Hollamon, known to, me to be the Attorney-in-Fact of Liberty Mutual Insurance Company

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Judy Mergele  
Notary Public in the State of Illinois  
County of McHENRY

