

AWARDING A BID TO SEVEN BROTHERS PAINTING, INC. IN THE AMOUNT OF \$710,100 FOR PAINTING AND REPAIR OF THE SOUTH WATER TOWER WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS FOR A TOTAL PROJECT COST UP TO \$734,954.

WHEREAS, the City of DeKalb (the "City") is a home rule unit pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City operates its public water supply system; and

WHEREAS, City Staff recommends the approval of the low bid to Seven Brothers Painting Inc. ("Seven Brothers") in the amount of \$710,100 for painting and repair of the City's South Water Tower located at 2851 Corporate Drive; and

WHEREAS, the City's corporate authorities determine that is in the City's best interest to retain Seven Brothers for painting and repair of the City's South Water Tower located at 2851 Corporate Drive;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve Seven Brothers' bid agreement for painting and repair of the City's South Water Tower located at 2851 Corporate Drive in the amount of \$710,100 in the same or substantially similar form as Exhibit A attached hereto and incorporated herein (the "Agreement"), and further authorize and direct the Mayor or City Manager to execute the Agreement and for the City Clerk or Executive Assistant to attest the Agreement.

POSTPONED BY THE CITY COUNCIL of the City of DeKalb, Illinois on July 13, 2020 by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

FAILED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27th day of July 2020 by a 0-6-1 roll call vote. Aye: None. Nay: Morris, Finucane, Smith, McAdams, Verbic, Faivre. Absent: Perkins.

SECTION 00 05 00

BID/AGREEMENT FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid/Agreement Form with initial capital letters have the meanings stated in the Instructions to Bidders, Supplemental Instructions to Bidders (if applicable), the General Conditions, and the Supplementary Conditions.

ARTICLE 1 - BID/AGREEMENT SIGNATURES AND BID

1.01 By signing this Bid Proposal, Contractor acknowledges that this Bid Form becomes an Agreement upon acceptance and signature of Owner below in Article 2.

1.02 Receipt of Addenda - Bidder hereby acknowledges receipt of the following Addenda:
Attach sheet if more rows are needed.

Addendum Number	Addendum Date	SIGNATURE - Addendum Received
#1	6/16/20	DM

1.03 Base Bid - Bidder will complete the Work in accordance with the Contract Documents, including all labor and material, for the following Total price which is the Sum of prices from the Schedule of Values. Section 00 06 00:

SEVEN HUNDRED TEN THOUSAND ONE HUNDRED \$ 710,100.00

Lump Sum Prices are based on the Schedule of Values - Section 00 06 00.

Unit Prices have been computed in accordance with the General Conditions and listed in Schedule of Values.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder acknowledges that Lump Sum bids are actually itemized bids based on the Schedule of Values, and further agrees and acknowledges the alternatives and conditions set forth in the Schedule of Values.

1.04 This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

1.05 Bidder agrees that no less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this Contract.

1.06 BIDDER hereby submits this Bid to:

Owner: City of DeKalb, Illinois

Address of Owner: 164 E. Lincoln Hwy., DeKalb, IL 60115

Bidder: SEVEN BROTHERS PAINTING INC.
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: KARIM VUSHAJ

Title: PRESIDENT

Date: 6/19/2020

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Maria Cicchini
(individual's signature)

Name: MARIA CICCHINI

Title: SECRETARY

Date: 6/19/2020

Address for giving notices:

Bidder's Contact and Agent for Service or Process:

Name: KARIM VUSHAJ

Title: PRESIDENT

Phone: 586-323-7054

Email: SEVENBROTHERS@SEVENBROTHERSPAINTING.COM

(Email will be used for Electronic Document Transfer Protocol.)

All Business Entities

Date of Qualification to do business in MICHIGAN [State Where Project is Located] is
2/10/95

ARTICLE 2 – AGREEMENT SIGNATURES

2.01 Owner's signature as Party to Agreement, Changes Bidder's Status to Second Party to Agreement, Contractor.

AGREEMENT: IN WITNESS WHEREOF, Contractor has signed this Agreement as Bidder. Owner has signed Agreement in duplicate and one counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf. (a third copy or original has been delivered to DIXON)

This Agreement will be effective on, _____, _____ (which is the Effective Date of the Agreement)

OWNER: _____

By: _____

Title: _____

ARTICLE 3 – BIDDER TO CONTRACTOR

3.01 The above signed Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner by Owner signing above and transforming this Document into a combined Bid/Agreement Form and:

- A.** Agrees to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- B.** Agrees to accept all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- C.** Bidder accepts all the terms and conditions of the combined Bid/Agreement form. (The Bid/Agreement form is an attempt to shorten the time period between submittal and award.) Bidder's signature is an acceptance of all terms of the Bid and Agreement sections.

ARTICLE 4 – ATTACHMENTS TO THIS BID

4.02 The following documents are submitted with and made a condition of this bid:

- A. Required bid security, including evidence of authority to do business in the state of the project; or a written covenant to obtain such authority within the time for acceptance of bids.
- B. Contractor's license number as evidence of bidder's state contractor's license or a covenant by bidder to obtain said license within the time for acceptance of bids.
- C. Bidder qualification statement with supporting data (submitted 10 days prior to bid opening), unless contractor is prequalified.

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and Ready for Final Payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in this Bid/ Agreement, or in the Project Summary.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages, Special damages, and Set-offs in the event of failure to complete the Work within the Contract Times, or within Milestone dates or in compliance with the specifications and General Conditions.

ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

- 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
- 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings, if any.
- 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work in the State required by the Bidding Documents (Project).
 12. Bidder has been prequalified for projects of this design, size, and complexity, or submitted Qualification forms ten (10) days prior to Bid Opening.
- 6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

6.03 Affirmations of Bidder Transferred to Contractor

- A. All references to Bidder in Paragraph 6.01 and 6.02 in these affirmations, representations, and certifications will change to the term Contractor if this Bid becomes an Agreement.

ARTICLE 7 – TIME REQUIRED TO EXECUTE AGREEMENT

- 7.01 Time Framework for Award Execution** – The Owner will open bids on the bid date. After opening, no bid may be withdrawn or altered for sixty days, unless specifically stated elsewhere. The Owner may negotiate with the low Bidder and mutually both parties may alter bid (i.e. partial award of project).

The Bidder will be notified of award within sixty days of bid date, unless stated elsewhere or mutually extended. Notice of Award form will be sent by fax, mail, or email. Within ten business days of Notice of Award, supply the Engineer with three original sets of separate Payment and Performance Bonds. Supply three original sets of Certificates of Insurance meeting requirements of Supplementary Conditions 5.01 and 5.02. Insurance companies and insurance forms must be standard to the industry and acceptable to the Owner. Failure to submit bonds and/or insurance within the time frame will be considered a default, a failure to perform as required by the Bid Bond. The Owner, at his option, may waive default, delay default, or proceed with capture of the Bid Bond as liquidated damages which will become the Owner's property.

Bonds and insurances are to be submitted to the Engineer for review. The Owner will within twenty days of receipt of approved bonds and insurances from the Engineer execute the Agreement and send a signed copy to the Contractor.

The executed copy will be accompanied by three copies of the Notice to Proceed. Within five days of the date on the Notice to Proceed, the Bidder shall sign the Notice to Proceed

and return a copy to the Engineer. If the Engineer does not receive the accepted Notice to Proceed in five days, then the Notice to Proceed will be considered accepted by default.

The Notice to Proceed will be dated on or around the Effective Date of Agreement.

ARTICLE 8 – BID ACCEPTANCE

8.01 Bid Acceptance:

- A. The above Bid is accepted by the Owner and shall become a Contract Agreement binding on all parties after signing by an authorized representative of the Owner in Article 2 of this Bid/Agreement Form.
- B. All references in the second portion of this form are Agreement terminology. Bidder is now referred to as Contractor. Where appropriate, the term Bidder in the Bid/Agreement form is changed to Contractor.

ARTICLE 9 – ENGINEER

- 9.01 The Owner has retained DIXON Engineering, Inc. to act as Owner's representative, assume all duties and responsibilities of Engineer, and RPR, and have the rights, limitations of responsibility, and authority assigned to Engineer in the Contract.

ARTICLE 10 – CONTRACT TIMES

10.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and Readiness for Final Payment as stated in the Project Summary and these Contract Documents are of the essence of the Contract.
- B. The Work shall be Substantially Completed, and completed and ready for Final Payment on or before the dates or time period as required by the Project Summary 00 00 40.

10.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the Project Summary 00 00 40, plus any extensions thereof allowed in accordance with the General Conditions and approved Change Order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Liquidated Damages are for delay (but not as a penalty) and agree to the Liquidated Damages listed in the Project Summary 00 00 40.
- B. If Milestones are identified in the Project Summary 00 00 40 as essential to the proper sequencing/or coordination of work with others, or to the successful compliance with the project Substantial Completion date, Liquidated Damages are identified in the Project Summary.
- C. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are additive, and will be imposed concurrently.

10.03 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in the Project Summary for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), and if necessary to hire other Contractors to complete portions of the Work, until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental, in addition to, any liquidated damages for delayed completion established in this Agreement.

ARTICLE 11 – CONTRACT PRICE

- 11.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Schedule of Values and this Bid/Agreement.
- 11.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 12 – PAYMENT PROCEDURES

12.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by DIXON as provided in the General Conditions.

12.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 12.02.A.1 through 12.02.A.7 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established and by protocol as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Conditions. The following is a protocol used for partial completion of an individually listed lump sum item e.g. wet interior painting. All items may not apply to this Agreement.

1. The wet interior, surface preparation by abrasive blast cleaning will be considered equal to 40 percent of the line item and each coat of paint 20 percent.
 2. The exterior, surface preparation by high pressure cleaning and power tool cleaning will be considered equal to 40 percent of the line item work and cost and each full coat of paint 15 percent. The remainder will be for lettering, demobilization and cleanup.
 3. Dry interior painting, pit piping repainting, and repairs will not be broken down. 100 percent completion is required before they will be considered for payment.
 4. Mobilization is included in the surface preparation allotment for the items above.
- C. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract. Retainage to be held as follows: 10% of the dollar value through 50% completion; 5% of the dollar value through 100% completion.
- D. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts set off by Owner pursuant to the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

12.03 Final Payment, Consent of Surety

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.
- B. Owner reserves the right to not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release. Determination to require Consent will be based on the Engineer's sole decision as to the level of confidence in Contractor's Work practices, their payment of employees, certified payrolls (when required), or the potential of future claims against the Owner or Contractor.

ARTICLE 13 - CONTRACT DOCUMENTS

13.01 Contents

- A. The Contract Documents consist of the following:
 1. This Bid/Agreement including Sections 00 00 40 Project Summary and 00 06 00 Schedule of Values.
 2. Performance bond.
 3. Payment bond.

4. Maintenance (Warranty) bond
 5. General Conditions,
 6. Supplementary Conditions,
 7. Technical Specifications and Drawings (if any) as listed in the table of contents of the Contract Documents.
 8. Addenda as listed on page 1.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Illinois – Non-Collusion Affidavit, Contractor Certification, Certification for Contract, Certificate of Compliance with Section 11-42-.1 of the Illinois Municipal Code.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
 - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 13.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 14 - MISCELLANEOUS

14.01 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

14.03 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

NON-COLLUSION AFFIDAVIT

The Bidder is required to execute and submit with his Bid, the Non-Collusion Affidavit:

State of:

Michigan

County of:

Macomb

Bid Identification: 2,000,000 GAL. TOWER

CONTRACTOR SEVEN BROTHERS PRINTING being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or that of any other BIDDER, or to secure any advantage against the OWNER awarding the CONTRACT or anyone interested in the proposed CONTRACT; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

RANTO VUONAS, PRES
Subscribed and sworn to before me this the day of:

19 JUNE 2020

Seal of Notary:

Maria Cicchini

Maria Cicchini
Notary Public - State of Michigan
County of Macomb
My Commission Expires November 21, 2024

CONTRACTOR CERTIFICATION

KARRO VUSHAJ, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of 720 ILCS 5/33B-1 et seq.

Dated this 19 day of JUNE, 2020.

Attest/Witness:

By: Blonde Melandruano

Title: ESTIMATOR

By: [Signature]

Title: PRESIDENT

Subscribed and sworn to before me this the 19 day of JUNE, 2020.

Maria Cicchini

Notary Public

My Commission Expires:

11/21/2024

Seal

Maria Cicchini
Notary Public - State of Michigan
County of Macomb
My Commission Expires November 21, 2024

CERTIFICATION FOR CONTRACT

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client) CITY OF DEKAUB Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project known as (Project)**:

2,000,000 GAL. WATER TOWER

Ken V
Name KANAD KUSHAJ, PRES
Company SEVEN BROTHERS PAINTING INC.

JUNE 19, 2020
Date

**Bidder is advised that Public Act 101-0226, which pertains to corrosion protection of water towers and bridges became effective on June 1, 2020 and is to be considered as included in this Certification

CERTIFICATE OF COMPLIANCE WITH SECTION 11-42-.1

OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the (Client) CITY OF DEKALB that ~~SEVEN BROTHERS PAVING INC.~~ (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42-.1 Illinois Revised Statutes.

SEVEN BROTHERS PAVING INC.

Name of Contractor

[Signature]

By KARLO VUKOTIC

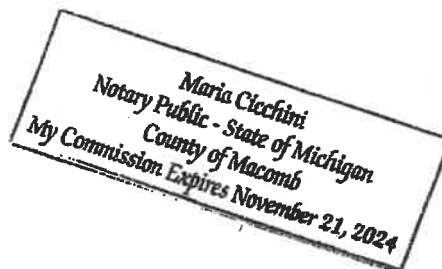
PRESIDENT

Title

Subscribed and sworn to before me this 19 day of JUNE, 2020.

Maria Cicchini

Notary Public



SECTION 00 06 00
SCHEDULE of VALUES

PART 1

1.01 LINE ITEMS

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:

1. WET INTERIOR ROOF HATCH

FOUR THOUSAND THREE HUNDRED \$ 4,300.00

2. ACCESS TUBE ROOF HATCH

FOUR THOUSAND THREE HUNDRED \$ 4,300.00

3. PLATFORM HATCH

FOUR THOUSAND THREE HUNDRED \$ 4,300.00

4. OVERFLOW PIPE DISCHARGE MODIFICATIONS

FIVE THOUSAND ONE HUNDRED \$ 5,100.00

5. WET INTERIOR LADDER RUNGS

TWO THOUSAND \$ 2,000.00

6. ROOF VENT

SIX THOUSAND SIX HUNDRED \$ 6,600.00

7. ROOF HANDRAIL AND PAINTER'S RAILING

NINETEEN THOUSAND EIGHT HUNDRED \$ 19,800.00

TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #7

FORTY SIX THOUSAND FOUR HUNDRED \$ 46,400.00

B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:

1. EXTERIOR OVERCOAT

TWO HUNDRED THIRTYTHREE THOUSAND EIGHT HUNDRED \$ 213,800.00

2. WET INTERIOR REPAINT

THREE HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED \$ 386,500.00

3. DRY INTERIOR PARTIAL REPAINT

TWENTY TWO THOUSAND FIVE HUNDRED \$ 22,500.00

4. PIT PIPING REPAINT - TWO PITS

SIX THOUSAND FOUR HUNDRED \$ 6,400.00

5. DEKALB LETTERING AND LOGOS

SEVEN THOUSAND EIGHT HUNDRED \$ 7,800.00

6. NIU LOGO

THREE THOUSAND ONE HUNDRED \$ 3,100.00

TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #6

SIX HUNDRED FORTY THOUSAND ONE HUNDRED \$ 640,100.00

C. Bidder agrees to perform all work in the following Sections as described in the Contract Documents, including all labor and material for the following Schedule of Values - Section 26 42 21:

1. CATHODIC PROTECTION SYSTEM

TWENTY THREE THOUSAND SIX HUNDRED \$ 23,600.00

TOTAL PRICE SECTION 05 00 00, 09 00 00 AND 26 42 21:

SECTION 05 00 00: \$ 46,400.00

SECTION 09 00 00: \$ 640,100.00

SECTION 26 42 21: \$ 23,600.00

PROJECT TOTAL: \$ 710,100.00

D. ESTIMATED COST ALREADY INCLUDED IN EXTERIOR AND DRY INTERIOR PAINTING TO PROTECT AND WORK AROUND ANTENNAS AND CABLES. OWNER RESERVES THE RIGHT TO DELETE THIS AMOUNT IF THE ANTENNAS AND CABLES ARE REMOVED.

ONE THOUSAND FIVE HUNDRED \$ 1,500.00

1.02 TOTALS

A. Project Total Base Bid is to match total Base Bid price supplied in Bid/Agreement form.

1.03 MISTAKES

- A. Project Total of Schedule of Values paragraph should equal sum of Unit items. If addition of individual items does not match total, then each individual item will be added again and the math corrected.
- B. A mistake in addition for schedule items cannot be used to increase lump sum bid. If Bid correction results in an increased price, then Owner may accept, may request Bidder to reduce all individual item prices proportionally, or may reject Bid.
- C. Mistakes discovered after Award, even after completion will adjust Price downward only. It is the Contractor/Bidders responsibility to recheck prices prior to Award.
- D. A mistake in Schedule of Values may be used as evidence of error in any request to withdraw bids because of error. Approval of request to withdraw bids is covered in the Information for Bidders. This section is not intended to conflict any portion of the bid package. This section is only to reflect one of the reasons to withdraw bids. Approval of bid withdrawal will be based solely on the Owner's interpretation of the severity of the mistake.

1.04 CHANGES in SCHEDULE of VALUES by OWNER

- A. The owner reserves the right to delete any line item of Par. 1.01 adjusted line item except for base bid coating work, at their sole discretion for any reason. All contract general costs (mobilization, demobilization, bonds, etc.) should be evenly distributed over the coating items.
- B. The Bidder/Contractor is advised not to overload any specific delectable line item. It could result in loss of profit if the overload item is deleted.
- C. This deletion of items or not including alternates is an expressly stated reservation (a contractually agreed automatic negotiation). Any deletion of specific line items will be completed before selection of the lowest responsible/responsive Bidder. Change will be reflected in the Notice of Award (NOA).

1.05 NON-DELETABLE WORK BEFORE and AFTER NOA

- A. Bidders are advised that all line items except for base bid coating work may be deleted from the project prior to award.
- B. Any deletion of line items, or increase or decrease in unit cost items deemed necessary after the Notice of Award will be completed through the Change Order procedure. Prices used in the Schedule of Values will be used in the Change Order adjustment. If work has begun on an item after the contract is executed, but before being deleted by Change Order, the contractor is entitled to costs incurred.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Seven Brothers Painting Inc.
50795 Rizzo Drive
Shelby Twp. MI 48315

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
6307 84th Street SE
Caledonia MI 49316
Mailing Address for Notices

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)

City of Dekalb
164 E. Lincoln Hwy.
Dekalb IL 60115

BOND AMOUNT: 10%

Ten Percent of Bid

PROJECT:

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

2,000,000 Gal. Water Tower Exterior Overcoat / Wet / Interior Repaint

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 22nd day of June, 2020.

(Witness)

Seven Brothers Painting Inc.

(Principal)

(Seal)

By:

(Title)

President

Western Surety Company

(Surety)

(Seal)

By:

(Title) Lori A King-Clyde

Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lori A King-Clyde, Janice Stickles, Tamara J Mohr, Wenda L Coleman, Malissa J De Vorme, Individually

of Caledonia, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of April, 2020.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of April, 2020, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22 day of June 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, If you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.