

**RESOLUTION 2020-110**

**PASSED: OCTOBER 12, 2020**

**AUTHORIZING THE AWARD OF A CONTRACT TO VIRGIL COOK & SONS, INC. IN THE AMOUNT OF \$155,431.70 FOR INSTALLATION OF SOLAR STREET LIGHTING IN ANNIE GLIDDEN NORTH, WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL OF \$171,000.**

**WHEREAS**, the City of DeKalb, DeKalb County, Illinois (“the City”) is a home rule municipality with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the City maintains its public streets; and

**WHEREAS**, the City’s corporate authorities have determined that it is advisable, necessary, and in the best interest of the public welfare to improve the streets, including the projects outlined in the 2020 Street Lighting Improvement Re-Bid generally consisting of installing solar powered street lights to increase safety in Annie Glidden North all in accordance with the plans and specifications prepared by the consulting engineers of the City; and

**WHEREAS**, the City publicly opened bids on October 1, 2020 with the lowest responsive and responsible bidder as Virgil Cook & Sons, Inc. of DeKalb, IL.

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

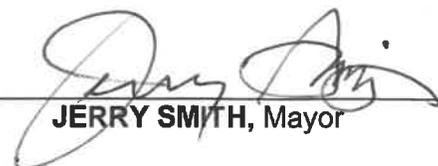
**SECTION 1:** That the City’s corporate authorities, by a majority vote, approve, authorize and direct the City Manager to enter into an agreement with Virgil Cook & Sons, Inc. in a form acceptable to them for the Street Lighting Improvements Re-Bid project in an amount of \$155,431.70 with staff authority to approve change orders up to a combined project total of \$171,000.

**SECTION 2:** That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 12<sup>th</sup> day of October 2020 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Mayor Smith. Nay: None. Absent: Verbic, Faivre.

**ATTEST:**

  
RUTH A. SCOTT, Executive Assistant

  
JERRY SMITH, Mayor





PROPOSAL SUBMITTED BY		
Virgil Cook & Son, Inc.		
Contractor's Name		
119 N. 8 <sup>th</sup> St.		805
Street		P.O. Box
DeKalb	IL	60115
City	State	Zip Code

**STATE OF ILLINOIS**

COUNTY DeKalb  
 City of DeKalb  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE Street Lighting Improvements - Re-Bid  
 SECTION NO. Not Applicable  
 TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

**For Municipal Projects**  
 Submitted/Approved/Passed  
  
 Mayor  President of Board of Trustees  Municipal Official  
 Date

**Department of Transportation**  
 Concurrence in approval of award  
 \_\_\_\_\_  
 Regional Engineer  
 Date

**For County and Road District Projects**  
 Submitted/Approved  
 \_\_\_\_\_  
 Highway Commissioner  
 \_\_\_\_\_  
 Date  
 Submitted/Approved  
 \_\_\_\_\_  
 County Engineer/Superintendent of Highways  
 \_\_\_\_\_  
 Date

County DeKalb  
Local Public Agency DeKalb  
Section Number Not Applicable  
Route Street Lighting Improvements - Re-Bid

1. THIS AGREEMENT, made and concluded the 29<sup>th</sup> day of October 2020,  
Month and Year  
between the City of DeKalb  
acting by and through its Council known as the party of the first part, and  
Virgil Cook & Son, Inc. his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section Not Applicable, in DeKalb, approved by the Illinois Department of Transportation on Not Applicable, are essential documents of this Date contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: [Signature]  
(Seal) [Seal] Executive



The City of DeKalb  
By [Signature]  
Party of the First Part

(If a Corporation)  
Corporate Name Virgil Cook & Son, Inc.

By [Signature]  
-President Party of the Second Part

(If a Co-Partnership)

Attest: [Signature]  
ASST. Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

**NOTICE OF AWARD**

Dated 10/1/2020

TO: Virgil Cook & Sons, Inc.  
(BIDDER)

ADDRESS: 119 N. 8th Street DeKalb, IL 60115

CONTRACT/PROJECT Street Lighting Improvement Re-Bid  
(Insert name of Contract as it appears in Bidding Documents)

You are notified that your Bid dated 10/01/2020 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded the Contract.

Contract Price of your Contract is \$155,431.70

2 copies of each of the proposed Contract documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award

Deliver to the OWNER 2 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the CONTRACTOR'S proof of insurance.

(List other conditions precedent).

Performance Bond

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully executed counterpart of the Contract Documents.

City of DeKalb  
(OWNER)

By:   
(AUTHORIZED SIGNATURE)

City Manager  
(TITLE)

RETURN WITH BID



**Illinois Department of Transportation**

**Local Public Agency  
Formal Contract  
Proposal**

PROPOSAL SUBMITTED BY		
<i>Virgil Cook &amp; Son, Inc.</i>		
Contractor's Name		
<i>119 N. 8<sup>th</sup></i>	<i>805</i>	
Street		P.O. Box
<i>DeKalb</i>	<i>IL</i>	<i>60115</i>
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DeKalb

City of DeKalb

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Street Lighting Improvements - Re-Bid

SECTION NO. Not Applicable

TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

**For Municipal Projects**  
Submitted/Approved/Passed

*[Signature]*

Mayor  President of Board of Trustees  Municipal Official

*9-16-20*  
Date

**Department of Transportation**

Released for bid based on limited review

\_\_\_\_\_  
Regional Engineer

\_\_\_\_\_  
Date

**For County and Road District Projects**  
Submitted/Approved

\_\_\_\_\_  
Highway Commissioner

\_\_\_\_\_  
Date

Submitted/Approved

\_\_\_\_\_  
County Engineer/Superintendent of Highways

\_\_\_\_\_  
Date

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County DeKalb
Local Public Agency City of DeKalb
Section Number Not Applicable
Route Street Lighting Improvements - Re-Bid

Sealed proposals for the improvement described below will be received at the office of City Engineer, City of DeKalb, 1216 Market Street, DeKalb, IL 60115 until 2:00 PM on September 25, 2020

Sealed proposals will be opened and read publicly at the office of City Engineer, City of DeKalb 1216 Market Street, DeKalb, IL 60115 at 2:00 PM on September 25, 2020

DESCRIPTION OF WORK

Name Street Lighting Improvements - Re-Bid Length: 9503 feet ( 1.80 miles)
Location Russel Road, Greenbrier Road, W Hillcrest Road, Kimberly Drive, Edgebrook Drive, Ridge Drive, and Normal Road
Proposed Improvement The Improvements include new light pole foundations with restoration.
The project is being funded using U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds

1. Plans and proposal forms will be available in the office of Fehr Graham, 515 Lincon Highway, Rochelle, IL 61068 for a non- refundable fee of \$100. Also available electronically at www. fehr-graham.com for a non-refundable fee of \$25.

- 2. [X] Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County DeKalb
Local Public Agency City of DeKalb
Section Number Not Applicable
Route Street Lighting Improvements - Re-Bid

1. Proposal of Virgil Cook & Son, Inc.

for the improvement of the above section by the construction of Street Lighting Improvements - Re-Bid

The improvements include new lightpole foundations with resoration

The project is being funded using U.S. Department of Housing and Urban Development (HUD)

Community Development Block Grant (CDBG) funds.

a total distance of 9503 feet, of which a distance of 9503 feet, ( 1.80 miles) are to be improved.

2. The plans for the proposed work are those prepared by Fehr Graham, 515 Lincoln Highway, Rochelle, IL 61068 and approved by the Department of Transportation on

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within N/A working days or by 12/15/2020 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Treasurer of City of DeKalb

The amount of the check is 5% Bid Bond

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number Not Applicable

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted; the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>DeKalb</u>
Local Public Agency	<u>City of DeKalb</u>
Section Number	<u>Not Applicable</u>
Route	<u>Street Lighting Improvements - Re-Bid</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County \_\_\_\_\_  
Local Public Agency \_\_\_\_\_  
Section Number \_\_\_\_\_  
Route \_\_\_\_\_

(If an individual)

Signature of Bidder \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

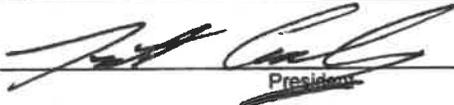
Firm Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

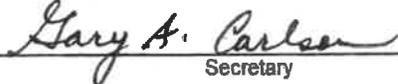
Corporate Name Virgil Cook & Son, Inc.  
Signed By   
President  
Business Address 119 N. Eighth St. - P.O. Box 805  
DeKalb, IL 60115

Inset Names of Officers



President Justin Carlson  
Secretary Gary A. Carlson  
Treasurer \_\_\_\_\_

Attest:

  
Secretary



Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route Street Lighting Improvements - Re-Bid
County DeKalb
Local Agency City of DeKalb
Section Not Applicable

RETURN WITH BID

PAPER BID BOND

WE Virgil Cook & Son, Inc. as PRINCIPAL.

and United Fire and Casualty Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price...

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority...

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract...

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph...

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 22nd day of September, 2020

Principal

(Company Name)
By: (Signature and Title)

Virgil Cook & Son, Inc.
President
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

United Fire & Casualty Company
(Name of Surety)

By: Kathy Plucker
(Kathy Plucker)
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DeKalb

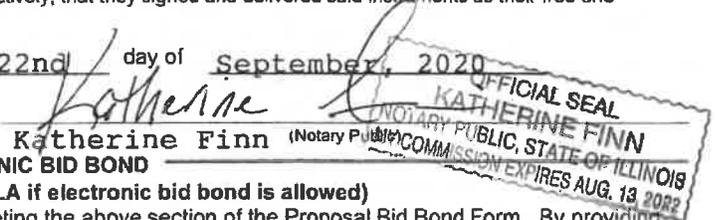
I, Katherine Finn, a Notary Public in and for said county,

do hereby certify that Justin Carlson and Kathy Plucker
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of September, 2020

My commission expires 8/13/2022



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

FRANK C. PARDRIDGE, JR., CURTIS L. PARDRIDGE, KATHY PLUCKER, LAWRENCE FORSBERG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 7th day of January, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 7th day of January, 2020

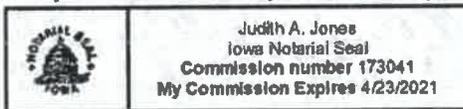


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 7th day of January, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific 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 bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, 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 subscribed my name and affixed the corporate seal of the said Corporations this 22nd day of September, 2020.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



Return with Bid

Route Street Lighting Improvements - Re-Bid
County DeKalb
Local Agency City of DeKalb
Section Not Applicable

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

1) IBEW Joint Appren. + Training Com. - Local 364 Elee
2) IBEW American Line Bldrs. Joint Appren. + Train. - Local 156
Elee. underground constr

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Virgil Cook & Son, Inc.

Address: 119 N. 8<sup>th</sup>, Shakab, Dh. 60115

By:   
(Signature)

Title: President

RETURN WITH BID



Affidavit of Illinois Business Office

County DeKalb
Local Public Agency City of DeKalb
Section Number Not Applicable
Route Street Lighting Improvements - Re-Bid

State of IL
County of DeKalb

I, Justin Carlson of DeKalb, IL

being first duly sworn upon oath, states as follows:

- 1. That I am the President of Virgil Cook & Son, Inc.
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Virgil Cook & Son, Inc. will maintain a business office in the State of Illinois which will be located in DeKalb County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Justin Carlson (Signature and Print Name of Affiant)

This instrument was acknowledged before me on 24th day of Sept. 2020



Clarice D. Shivers (Signature of Notary Public)

**Affirmative Action Program Implementing Section 3 of the Housing & Urban Development Act of 1968**

<u>VIRGIL COOK + SON INC</u>		<u>St. Ltg. Improvements Rebid</u>	
Contractor's Name		Project Name	
<u>119 N Eighth St</u>	<u>60115</u>		
Address <u>DeKalb IL</u>	Zip Code	Project Number	
<u>JUSTIN CARLSON</u>		<u>DEKALB, DEKALB Co., IL</u>	
EEO Officer		Project Location (City, County, State)	
<u>815-756-4854</u>	<u>10/10/20</u>	<u>12/15/20</u>	
Phone Number	Construction Start Date	Construction End Date	

**I. Determination of Project Area Boundaries**

**A. Address of Proposed Project**

<u>VARIOUS</u>	<u>City of DeKalb</u>	<u>DeKalb County</u>
Street	City or Township	County

For the purposes of this Section 3 Affirmative Action plan, the "project area" is coextensive with the City of DeKalb's corporate boundaries.

**II. Specific Affirmative Action Steps**

VIRGIL COOK + SON, INC. (Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project businesses:

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and, where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons if otherwise eligible and if a vacancy exists.
- D. \*To insert this affirmation action plan in all bid documents and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish those goals.
- E. \*To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.
- J. To list on Table B all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

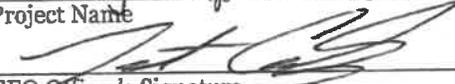
\*Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

As officers and representatives of VIRGIL COOK & SON, INC.  
(Name of Contractor), we, the undersigned, have read and fully agree to this affirmative action plan and become a party to the full implementation of this program.

 Signature	PRESIDENT Title
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Proposed Contracts Breakdown - Table A

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses	Estimated Dollar Amount to Project Area Businesses
BUSINESS	1	\$155,431.70	1	\$155,431.70

VIRGIL COOK + SON INC.	St. Ltg Improvements Re Bid
Company	Project Name
Project Number	
9/30/20	EEO Officer's Signature
Date	

Instructions for completing Proposed Contracts Breakdown - Based on the information given in Columns 1, 2, and 3 above, and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in Column 4 and for the approximate dollar amount to be awarded to project area businesses in Column 5. Eligible project area businesses are to be utilized to the greatest extent feasible.

Estimated Project Workforce Breakdown - Table B

Column 1 Job Category	Column 2 Total Estimated Positions	Column 3 No. Positions By Permanent Employees	Column 4 No. Positions Not Currently Occupied	Column 5 No. Positions To Be Filled With L.I.P.A.R.*
Officers/Supervisors	1	1		
Professionals				
Technicians				
Housing Sales/Rental/ Management				
Office Clerical	1	1		
Service Workers	1		1	1
Others				
<b>Trade:</b>				
Journeyman	2	2		
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
<b>Trade:</b>				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
<b>Trade:</b>				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
<b>Totals:</b>	5	4	1	1

\*Lower Income Project Area residents.

NOTE - Lower Income Project Area residents are defined as individuals residing within the City of DeKalb of whose family income does not exceed 80% of the median income in the Standard Metropolitan Statistical Area (SMSA).

VIARIL COOK & SON, INC  
COMPANY

### Certification Form Regarding Equal Employment Opportunity

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding equal opportunity is required of contractors and their proposed subcontractors.

Contractor's Name: VIRGIL COOK & SON INC  
Address: 119 N Eighth St, DEKALB IL 60115  
Phone Number: 815-756 4854  
IRS EIN: 36-2237508

1. Participation in a previous contract or subcontract.  
a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes  No

- b. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes  No

- c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.

Yes  No

- d. If answer to item c. is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of proposed bid. \$ \_\_\_\_\_  
3. Anticipated performance period. 10/10/20 - 12/15/20  
4. Female owned business.

Yes  No

5. Expected total number of employees who will perform the proposed construction.

5

6. Non-segregated facilities.

- a. Notice to Prospective Federally-Assisted Construction Contractors.

Contractor receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

- b. Certification of Non-segregated Facilities.

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his

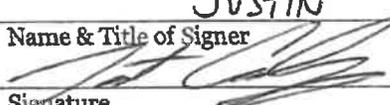
establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause) he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

7. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate blank:

	Race Category		Ethnicity Category
✓	White		Hispanic?
	Black/African American		Hispanic?
	Asian		Hispanic?
	American Indian/Alaska Native		Hispanic?
	Native Hawaiian/Other Pacific Islander		Hispanic?
	American Indian/Alaskan Native & White		Hispanic?
	Asian & White		Hispanic?
	Black/African American & White		Hispanic?
	Am. Indian/Alaska Native & Black/African Am.		Hispanic?
	Other Multi-Racial		Hispanic?
	Other		Hispanic?

Remarks:

Certification: The information above is true and complete to the best of my knowledge and belief.

Name & Title of Signer JUSTIN CARLSON  
 Signature  | Date 9/30/20

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Subcontractor Certification Form

St. Ltg Improvements - Re Bid  
Project Name

VIRGIL COOK + SON INC  
Prime Contractor

Project Number

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding equal employment opportunity is required of bidders and their proposed subcontractors prior to the award of contracts or subcontracts.

Subcontractor's Name: N/A  
Address:  
Phone Number:  
IRS EIN:

- 1. Participation in a previous contract or subcontract.
a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
b. Compliance reports were required to be filed in connection with such contract or subcontract.
c. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.
d. If answer to item c. is "No", please explain in detail on reverse side of this certification.
2. Dollar amount of proposed subcontract. \$
3. Anticipated performance period.
4. Female owned business.
5. Expected total number of employees who will perform the proposed subcontract.
6. Non-segregated facilities.
a. Notice to Prospective Federally-Assisted Construction Contractors.

Contractor receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

b. Certification of Non-segregated Facilities.

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause) he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

7. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate blank:

Race Category	Ethnicity Category
White	Hispanic?
Black/African American	Hispanic?
Asian	Hispanic?
American Indian/Alaska Native	Hispanic?
Native Hawaiian/Other Pacific Islander	Hispanic?
American Indian/Alaskan Native & White	Hispanic?
Asian & White	Hispanic?
Black/African American & White	Hispanic?
Am. Indian/Alaska Native & Black/African Am.	Hispanic?
Other Multi-Racial	Hispanic?
Other	Hispanic?

Remarks:

Certification: The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name & Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

**ADDENDUM NO. 1**

**CITY OF DEKALB**  
**Street Lighting Improvements - Re-Bid**  
**QuestCDN eBidDoc# 7322680**  
**DeKalb, IL**  
**September 24, 2020**

This Addendum shall include the following Modification(s) and Clarification(s) to the contract documents.

**Modification:**

1. The bid date has been extended to October 1, 2020 at 10 a.m. Bids must be received by 10 a.m. on October 1, 2020 at the office of City Engineer, City of DeKalb, 1216 Market Street, DeKalb, IL 60015.

**Clarifications:**

1. Additional addenda will be issued relative to this project. Please check the QuestCDN.com website to download this information as an email from the website will be sent to each plan holder.
2. Questions/concerns related to this project must be received no later than noon on September 28, 2020 (email: [atrocki@fehr-graham.com](mailto:atrocki@fehr-graham.com)). These questions will be addressed in a future addendum.

This Addendum consists of one (1) page.

This Addendum Signature Page must be returned with the Contractors bid.

This ends the requirements of this addendum.

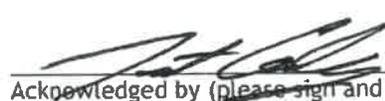
This Addendum No. 1 has been prepared by:



Andrew Trocki      Engineer

Contractor's Acknowledgement:

Virgil Cook & Son, Inc.  
Firm Name (please print)

 **JUSTIN CARLSON**  
Acknowledged by (please sign and print)

**END OF ADDENDUM NO. 1**

O:\DeKalb, City of\20-504 - Street Lighting Project\Engineering\Specifications\RE-BID - 09162020\Addenda\Addendum No. 1\20-504 DeKalb St Lighting Project - Re-Bid Addendum No. 1 - Final.docx



ADDENDUM NO. 2

CITY OF DEKALB  
Street Lighting Improvements - Re-Bid

QuestCDN eBidDoc# 7322680

DeKalb, IL  
September 28, 2020

This Addendum shall include the following Modification(s) and Clarification(s) to the contract documents.

**Clarification:**

- 1) The project will consist of installing 19 light poles; 12 of these will be "Type A" and 7 of these will be "Type C". The final exact locations of each of the 19 total installations will be directed in the field by Owner and will fall within the limits depicted in the plans.
- 2) The line item for "Metal Light Pole, Furnish and Install" is to cover the costs of all individual discretionary expenses imposed by the Contractor (labor, storage, procurement, mark-up, etc) for each pole of the total 19.
- 3) The line items for "Light Pole, Special A" and "Light Pole, Special C" are to cover the exact amount quoted to you by the vendor for each. Any mark-up should be included in the cost of the line item "Metal Light Pole, Furnish and Install".
- 4) Light Pole, Special A is to include the cost of motion detection. Light Pole, Special C **does not** have motion detection.

**Modification:**

- 1) The line item "Light Pole Foundation, Special" All 19 "Light Pole Foundation, Special" are to have a uniform 2' round foundation, **not** a 1'6" foundation per plans, or any other dimension given by 3rd parties beyond the City. See attached revised Plan Sheet 12 for reference.
- 2) The line item "Metal Light Pole, Furnish and Install" quantity has been revised to a quantity of 171 from a quantity of 198 to reflect the appropriate quantity (Unit: Foot) of pole foundations to be installed. The attached Schedule of Prices - Addendum No. 2 - 09/28/2020 must be used and returned when submitting your bid.

- 3) All communications, network support monitoring, and data services will be the controller manufacturer's responsibility with all costs covered for a minimum of 3 years, not 5 years, from the date of installation. See the attached updated special provisions for reference.

This Addendum consists of ten (10) page.

This Addendum Signature Page must be returned with the Contractors bid.

This ends the requirements of this addendum.

This Addendum No. 2 has been prepared by:



Andrew Trocki      Engineer

Contractor's Acknowledgement:

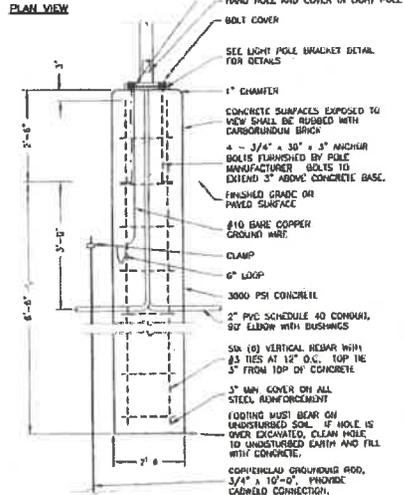
VIRGIL COOK'S SON, INC  
Firm Name (please print)

 JUSTIN CARLSON  
Acknowledged by (please sign and print)

**END OF ADDENDUM NO. 2**



PER MANUFACTURER'S BOLT CIRCLE TEMPLATE

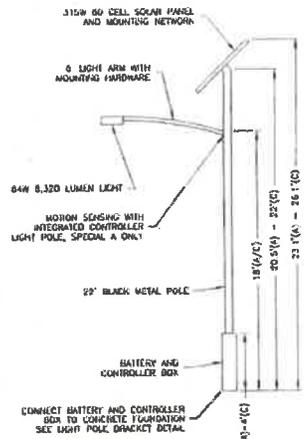


SECTION

NOTE: VERIFY TOP OF BASE ARRANGEMENT AND DIMENSIONS WITH POLE MANUFACTURER

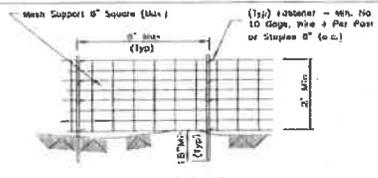
STREET LIGHT ROUND FOUNDATION DETAIL N.T.S.

COORDINATE FIBER INSTALLATION AND POWER WITH SYDNEX NETWORK, CONTACT 630.957.9100@SYDNEX.COM

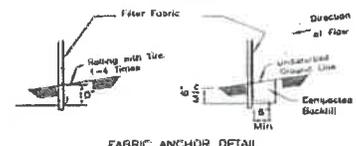


LIGHT POLE INSTALLATION DETAIL N.T.S.

SILT FENCE WITH WIRE SUPPORT PLAN



ELEVATION

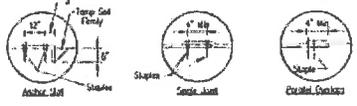
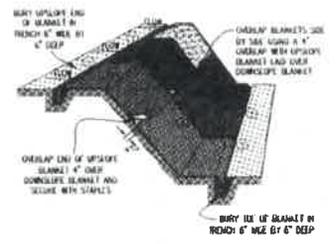


FABRIC ANCHOR DETAIL

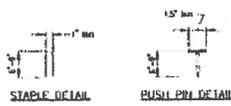
STATIC SLICE INSTALLATION TRENCH INSTALLATION

- NOTES
- Silt fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fences shall be placed on the highest area available.
  - Fiber fabric shall meet the requirements of material specification S92 conforming to Table 1 or 2, Class 1 with equivalent opening size of at least 30 for non-woven and 40 for woven.
  - Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

Project	.....	Approved Date	08/15/2020
Designer	.....	Drawn	.....
Checker	.....	Date	08/15/2020
Printer	.....		



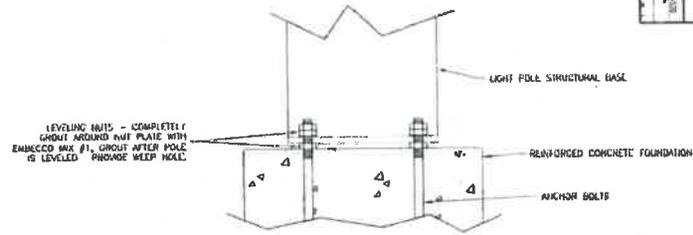
DETAIL 1 DETAIL 2 DETAIL 3



STAPLE DETAIL PUSH PIN DETAIL

- NOTES
- Staples shall be placed in a diamond pattern of 2 per sq. ft. for woven blankets. Non-woven shall use 4 staples per sq. ft. of material. This includes 300 staples with 3/16" dia. and 400 staples with non-staked blanket per 100 sq. ft. of material.
  - Staple or push pin lengths shall be selected based on soil type and conditions. (Minimum staple length is 1 1/2")
  - Erosion control material shall be placed in contact with the soil over a prepared seedbed.
  - All anchor stakes shall be spaced at approximately 12" intervals.

EROSION CONTROL BLANKET INSTALLATION DETAILS



LIGHT POLE BRACKET DETAIL N.T.S.

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER  
CITY OF DEKALB  
200 SOUTH FOURTH STREET  
DEKALB

PROJECT AND LOCATION  
CITY OF DEKALB - STREET  
LIGHTING IMPROVEMENTS RE-BID  
DEKALB, ILLINOIS

DESIGN BY: JMW  
APPROVED BY: JTS  
DATE: 08/15/2020  
SCALE: AS NOTED

REV. NO.	DESCRIPTION	DATE
1	ADDITIONAL #1	08/15/2020

ISSUE DATE: 08/15/2020  
SHEET NUMBER: 20-504  
SHEET TITLE: PRELIMINARY

JOB NUMBER: 20-504  
SHEET NUMBER: 12 of 12



Local Public Agency	County	Section Number
City of DeKalb	DeKalb	Not Applicable

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

All work shall be constructed in accordance with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois (Latest Edition), and the Supplemental Specifications prepared by the Department of Transportation of the State of Illinois (Latest Edition) by said Department to supplement the "Standard Specifications for Road and Bridge Construction" in conjunction with the "Standard Specifications for Traffic Control Items" prepared by the Department of Transportation of the State of Illinois (Latest Edition).

Herein after the terms "Owner", "City", or "Engineer" Shall mean the City of DeKalb or its designated representatives and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

**SCOPE OF WORK**

This project includes installing light poles and light pole foundations with restoration work.

Incidental to this project is all traffic control and mobilization work. Work shall be completed in accordance with Sections 671 & 701 of the Standard Specifications for Road and Bridge Construction (Latest Edition).

**PRE-QUALIFICATION REQUIREMENTS**

Pre-qualification of contractors is required for this project. All potential bidders shall provide a current Certificate of Eligibility with their proposal.

**J.U.L.I.E.**

The Contractor shall notify J.U.L.I.E. (1-800-892-0123) prior to construction so that each utility company can stake out any underground improvements that they have which may interfere with the proposed construction.

**CONSTRUCTION INSPECTION**

Any work performed without the presence of a City designated representative to inspect said construction will not be accepted for payment as directed by the Engineer. The Contractor shall notify the Engineer a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

**CONSTRUCTION STAKING**

The Engineer will provide locations of project limits on each street prior to the start of construction. Limits will be painted "white". Construction layout shall be provided by the Engineer.

**EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS**

The City does not guarantee the completeness or accuracy of the information shown on the plans (if applicable) and or specifications (where applicable) regarding location of existing utilities. The Contractor shall make his own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before starting his operations. The Contractor shall report to the Engineer any omissions or differences in location from that shown on the plans. Care should be taken

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	Not Applicable

while working near these utilities to prevent their damage.

#### COMPLETION DATE

All work shall be completed by December 15, 2020. Should the Contractor fail to complete the work by December 15, 2020, the Contractor shall be liable to the City of DeKalb in the amount specified and in accordance with Article 108.09 of the Standard Specifications for Road and Bridge Construction (latest edition).

Once work has begun, the Contractor will have one (1) week to establish the light pole foundations. The following week will then be used to cure the concrete foundations, and then the next week after that, the Contractor has one (1) week to erect all light poles.

#### PREVAILING WAGE

This is a prevailing wage rate project. Workers shall be paid, at minimum, based on the current month rates established for DeKalb County, Illinois. The Contractor shall submit certified payroll weekly to the Engineer once work begins through substantial completion of the project.

#### 25000110 SEEDING, CLASS 1A

Work shall be completed in accordance with Section 250 of the Standard Specifications for Road and Bridge Construction (Latest Edition). This work included the area on the plans called "RESTORATION AREA" and the areas where the 5 foot x 5 foot perimeter erosion barrier box will hold the the spoils of excavating the light pole foundations.

This work shall be paid for at the contract unit price per acre for SEEDING, CLASS 1A.

#### 25100630 EROSION CONTROL BLANKET

Work shall be completed in accordance with Section 251 of the Standard Specifications for Road and Bridge Construction (Latest Edition). This work included the area on the plans called "RESTORATION AREA" and the areas where the 5 foot by 5 foot perimeter erosion barrier box will hold the the spoils of excavating the light pole foundations.

This work shall be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET.

#### 28000400 PERIMETER EROSION BARRIER

Work shall be completed in accordance with Section 280 of the Standard Specifications for Road and Bridge Construction (Latest Edition). This work will include constructing a 5 foot by 5 foot perimeter erosion barrier box for the spoils of the excavation for the light pole foundation at each foundation location.

This work shall be paid for at the contract unit price per foot for PERIMETER EROSION BARRIER.

#### X0322915 METAL LIGHT POLE, FURNISH AND INSTALL ONLY

Work shall be completed in accordance with Section 830 of the Standard Specifications for Road and Bridge Construction (Latest Edition). This work will included only purchasing, storing, installing all light poles.

This work shall be paid for at the contract unit price per each for METAL LIGHT POLE, FURNISH AND INSTALL ONLY.

#### X8300001 LIGHT POLE, SPECIAL A

Work shall be completed in accordance with Section 830 of the Standard Specifications for Road and Bridge Construction (Latest Edition). This work shall include only the material cost of the type A light poles.

Reference the Light Pole Installation Detail on plan sheet 12 of 12 for the light pole requirements.

Type A Light Poles shall have.

- Single 315W 60 cell solar panel with mounting hardware provided by light pole manufacturer.
- Dual 105 AH AGM, thick plate, long life, deep cycle lead acid batteries at 24VDC with 3 year warranty
- Smart Off Grid Controller.
- Prepackaged cabling harness kit for quick easy installation.
- Motion sensing with integrated with controller.

Bid quantity includes 12 type A poles and there are 15 possible type A pole locations. There will only be 12 type A poles installed. The final location of Light Pole, Special A will be determined in the field.

The light pole shall also have the following remote management and control requirements:

The system shall contain a single integrated power charge and lighting controller. The Controller will have a real-time digi mesh and/or cellular communications capability integrated into the controller unit. All communications network support monitoring and data services will be the controller manufacturer's responsibility with all costs covered for a minimum of 3 years from the date of installation. The Internet Cloud monitoring and control application shall provide the following minimum functionality:

- Allow multiple users to connect to the system
- Each user shall be able to instantly configure a variety of alarms and notifications and specify whether they should be sent via e-mail
- Authorized users shall be able to configure or change system lighting profiles, as well as battery and power configurations whenever necessary
- The lighting profile will be able to have up to 4 different phases of light control on any given evening. Each phase shall be customized in terms of the dimming profile - the duration, the time (by clock according to the correct time zone: e.g. 10pm UTC).
- The dimming control of the Controller shall be configurable via the Cloud Internet application to support 0-5V 0-10V and PWM dimming.
- An optional motion detector option shall be available and completely customizable via the cloud management system
- The battery and power settings shall be configured via the Cloud Internet software and can be changed at any time. The charge voltages can, on a real time basis, be adjusted to support AGM gel and other batteries
- The user shall be able to perform a wide variety of system tests remotely and in real time via the Cloud Internet software. Such tests shall at a minimum include a Remote Light test with the ability to locally and remotely enable / disable the light and monitor the voltage and current to ensure proper light operation and dimming control
- Other remote tests shall include the ability to determine a faulty solar panel, ability to determine battery deterioration or failure, and an ability to troubleshoot shorts within the wiring of different portions of the system
- A monthly chart shall show the energy consumed and generated on a daily basis. It shall show the results

of a daily battery load test performed on each pole and will easily display any days in which the battery was low

- The Cloud Internet software shall also track and report the weather at the location of the pole. It shall provide forward looking weather forecasting capabilities and using the actual power profile of the energy generation and energy consumption of each individual pole. It will provide alarms and notifications of upcoming periods of anticipated service outage due to lack of energy

Must include a battery temperature probe to adjust charging rates to maximize battery life as it relates to the battery manufacturer's specifications for charging at various temperatures. System must perform a daily load test and use this data in an algorithm to charge batteries using a PWM (Pulse Width Modulation) charging algorithm to minimize battery sulphation for the purpose of extending battery life. The system will allow for load shedding to allow the most critical loads the longest possible up time and less critical loads turned off temporarily until battery charge levels can sustain them. The charge controller shall have electronic battery short circuit protection that will isolate all output connections within 1ms of a short circuit event. An email alarm shall be sent to the customer within 15 minutes of the event. The customer must have the ability to troubleshoot a short circuit event by re-enabling the output power to those outputs independently or all at the same time through the Internet Cloud software. The system will provide the installer with a real time provisioning tool that the installer accesses via his smart phone in order for the installer to perform a light test including 14 real time meter measurements of the pole such that he can confirm that the light is installed correctly and operating according to the specifications. The controller must comply with CE standards.

This work shall be paid for at the contract unit price per each for LIGHT POLE, SPECIAL A.

#### X8300002 LIGHT POLE, SPECIAL C

Work shall be completed in accordance with Section 830 of the Standard Specifications for Road and Bridge Construction (Latest Edition). This work shall include only the material cost of the type C light poles. Reference the Light Pole Installation Detail on plan sheet 12 of 12 for the light pole requirements.

Type C Light Poles shall have:

- Dual 315W 60 cell solar panel with mounting hardware provided by light pole manufacturer.
- Quad 105 AH AGM , thick plate, long life, deep cycle lead acid batteries at 24VDC with 3 year warranty.
- Smart Off Grid Controller.
- Prepackaged cabling harness kit for quick easy installation.

The light pole shall also have the following remote management and control requirements.

The system shall contain a single integrated power charge and lighting controller. The Controller will have a real-time digi mesh and/or cellular communications capability integrated into the controller unit. All communications network support monitoring and data services will be the controller manufacturer's responsibility with all costs covered for a minimum of 3 years from the date of installation. The Internet Cloud monitoring and control application shall provide the following minimum functionality:

- Allow multiple users to connect to the system
- Each user shall be able to instantly configure a variety of alarms and notifications and specify whether they should be sent via email
- Authorized users shall be able to configure or change system lighting profiles, as well as battery and power configurations whenever necessary

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	Not Applicable

- The lighting profile will be able to have up to 4 different phases of light control on any given evening. Each phase shall be customizable in terms of the dimming profile - the duration, the time (by clock according to the correct time zone: e.g. 10pm UTC).
  - The dimming control of the Controller shall be configurable via the Cloud Internet application to support 0-5V 0-10V and PWM dimming.
  - An optional motion detector option shall be available and completely customizable via the cloud management system
  - The battery and power settings shall be configured via the Cloud Internet software and can be changed at any time. The charge voltages can, on a real time basis, be adjusted to support AGM gel and other batteries
  - The user shall be able to perform a wide variety of system tests remotely and in real time via the Cloud Internet software. Such tests shall at a minimum include a Remote Light test with the ability to locally and remotely enable / disable the light and monitor the voltage and current to ensure proper light operation and dimming control.
  - Other remote tests shall include the ability to determine a faulty solar panel, ability to determine battery deterioration or failure, and an ability to troubleshoot shorts within the wiring of different portions of the system
  - A monthly chart shall show the energy consumed and generated on a daily basis. It shall show the results of a daily battery load test performed on each pole and will easily display any days in which the battery was low
  - The Cloud Internet software shall also track and report the weather at the location of the pole. It shall provide forward looking weather forecasting capabilities and using the actual power profile of the energy generation and energy consumption of each individual pole. It will provide alarms and notifications of upcoming periods of anticipated service outage due to lack of energy
- Must include a battery temperature probe to adjust charging rates to maximize battery life as it relates to the battery manufacturer's specifications for charging at various temperatures. System must perform a daily load test and use this data in an algorithm to charge batteries using a PWM (Pulse Width Modulation) charging algorithm to minimize battery sulphation for the purpose of extending battery life. The system will allow for load shedding to allow the most critical loads the longest possible up time and less critical loads turned off temporarily until battery charge levels can sustain them. The charge controller shall have electronic battery short circuit protection that will isolate all output connections within 1ms of a short circuit event. An email alarm shall be sent to the customer within 15 minutes of the event. The customer must have the ability to troubleshoot a short circuit event by re-enabling the output power to those outputs independently or all at the same time through the Internet Cloud software. The system will provide the installer with a real time provisioning tool that the installer accesses via his smart phone in order for the installer to perform a light test including 14 real time meter measurements of the pole such that he can confirm that the light is installed correctly and operating according to the specifications. The controller must comply with CE standards.

This work shall be paid for at the contract unit price per each for LIGHT POLE, SPECIAL B.

X8360110 LIGHTPOLE FOUNDATION, SPECIAL

Work shall be completed in accordance with Section 836 of the Standard Specifications for Road and

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	Not Applicable

Bridge Construction (Latest Edition) and the detail labeled STREET LIGHT ROUND FOUNDATION DETAIL on sheet 12 of 12 of the plan set for City of DeKalb - Street Lighting Improvements - Re-Bid.

This work shall be paid for at the contract unit price per foot for LIGHT POLE FOUNDATION, SPECIAL.



**Illinois Department  
of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
For the Letting of 9/18/2020  
(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	IDOT 61F57	Peck Rd.	MR6256	IDOT 66J41	City DeKalb	
Contract With	Curran Cons.	Geneva Con.	Utility Con	Curran Con	Curran	
Estimated Completion Date	Summer 2020	Fall 2020	Summer 2020	Fall 2020	Fall 2020	
Total Contract Price	587,569.00	410,478.00	113,250.00	106,015.00	23,575.30	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	2,500.00	100,000.00	2,000.00	106,015.00	23,575.00	234,090.00
<b>Total Value of All Work</b>						<b>234,090.00</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	2,500.00	100,000.00	2,000.00	106,015.00	23,575.00	234,090.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
<b>Totals</b>	<b>2,500.00</b>	<b>100,000.00</b>	<b>2,000.00</b>	<b>106,015.00</b>	<b>23,575.00</b>	<b>234,090.00</b>

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



**Illinois Department  
of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
**For the Letting of** 9/18/2020  
(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	City DeKalb				Rt. 23 Mt. Hunger Rd.	
Contract With	Curran Con				City of Sycamore	
Estimated Completion Date	Fall 2020				Winter 2020	
Total Contract Price	143,290.50				199,730.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor					199,730.80	199,730.80
Uncompleted Dollar Value if Firm is the Subcontractor	143,290.50					377,380.50
<b>Total Value of All Work</b>						<b>577,111.30</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	143,290.50				199,730.00	577,110.50
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
<b>Totals</b>	<b>143,290.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>199,730.00</b>	<b>577,110.50</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



**Bid Tabulation**  
**Street Lighting Improvements Re-Bid**  
**Project No. 20-504**

CONTRACTOR AND ADDRESS:				ENGINEER'S ESTIMATE		Carlisle Utility Contractors, Inc. 427 S. Indiana St. Woodstock, IL 60098		Utility Dynamcis Corporation 23 Commerce Drive Oswego, IL 60543		Virgil Cook & Son Inc. 119 N. 8th St. DeKalb, IL 60115		
No.	Code	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
25000110		SEEDING, CLASS 1A	0.02	ACRE	\$40,000.00	\$800.00	\$138,125.00	\$ 2,762.50	\$43,000.00	\$ 860.00	\$22,000.00	\$ 440.00
25100630		EROSION CONTROL BLANKET	62	SQ YD	\$5.50	\$341.00	\$44.56	\$ 2,762.72	\$5.00	\$ 310.00	\$20.00	\$ 1,240.00
28000400		PERIMETER EROSION BARRIER	440	FOOT	\$5.00	\$2,200.00	\$0.69	\$ 303.60	\$4.50	\$ 1,980.00	\$6.00	\$ 2,640.00
X0322915		METAL LIGHT POLE, FURNISH AND INSTALL	19	EACH	\$2,850.00	\$54,150.00	\$357.38	\$ 6,790.22	\$1,595.00	\$ 30,305.00	\$1,320.00	\$ 25,080.00
X8300001		LIGHT POLE, SPECIAL A	12	EACH	\$4,300.00	\$51,600.00	\$5,618.20	\$ 67,418.40	\$4,945.00	\$ 59,340.00	\$4,943.99	\$ 59,327.88
X8300002	BLR 12	LIGHT POLE, SPECIAL C	7	EACH	\$6,000.00	\$42,000.00	\$6,905.32	\$ 48,337.24	\$6,235.00	\$ 43,645.00	\$6,231.26	\$ 43,618.82
X8360110		LIGHT POLE FOUNDATION, SPECIAL	171	FOOT	\$160.00	\$27,360.00	\$183.80	\$ 31,429.80	\$175.00	\$ 29,925.00	\$135.00	\$ 23,085.00
Addendum No. 1 & 2 (Yes / No)					Yes		Yes		Yes		Yes	
Bid Security					5%		Bid Bond - 5%		Bid Bond - 5%		Bid Bond - 5%	
TOTALS (Calculated)					\$178,451.00		\$159,804.48		\$166,365.00		\$155,431.70	
TOTALS (As Read)					\$178,451.00		\$159,802.63		\$166,365.00		\$155,431.70	

I certify that the above tabulation is true and correct.







UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

FRANK C. PARDRIDGE, JR., CURTIS L. PARDRIDGE, KATHY PLUCKER, LAWRENCE FORSBERG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 7th day of January, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 7th day of January, 2020



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 7th day of January, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific 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 bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, 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 subscribed my name and affixed the corporate seal of the said Corporations this 29th day of October, 2020.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 29<sup>th</sup> day of October A.D. 2020

**PRINCIPAL**

Virgil Cook & Son, Inc.  
(Company Name) \_\_\_\_\_ (Company Name)  
By: [Signature] **PRESIDENT** By: \_\_\_\_\_ (Signature & Title)  
(Signature & Title) \_\_\_\_\_ (Signature & Title)  
Attest: Clarice D. Shivers, Asst. Secretary Attest: \_\_\_\_\_ (Signature & Title)  
(Signature & Title) \_\_\_\_\_ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF Dekalb

I, Danielle Roesch, a Notary Public in and for said county, do hereby certify that  
Justin Carlson and Clarice D. Shivers

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of October

My commission expires April 25 2022

Danielle Roesch  
Notary Public



**SURETY**

UNITED FIRE & CASUALTY CO  
(Name of Surety) \_\_\_\_\_ By: [Signature]  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)  
COUNTY OF DEKALB

I, KATHERINE FINN, a Notary Public in and for said county, do hereby certify that  
KATHY PLUCKER

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this at 29<sup>th</sup> day of OCTOBER A.D. 2020

My commission expires 8/13/22

Katherine M. L.  
Notary Public



Approved this 2nd day of Nov, A.D. 2020

Attest: [Signature]  
Executive Asst.  
Clerk

City of DeKalb  
(Awarding Authority)  
[Signature]  
(Chairman/Mayor/President)  
City Engineer