

AUTHORIZING THE AMENDMENT OF RESOLUTION 2022-038 THAT AWARDED A CONSTRUCTION SERVICES CONTRACT TO ELLIOTT & WOOD, INC. FOR THE LINCOLN HIGHWAY LANE RECONFIGURATION WITH A REVISED TOTAL PROJECT AMOUNT OF \$1,855,000.

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

WHEREAS, the City's corporate authorities find that it is necessary to construct a road diet/lane reconfiguration of Lincoln Highway (IL-38) between 1st Street and 4th Street including, but not limited to, pavement and sidewalk removal, drainage modifications, concrete walkway expansions/reconfigurations, and asphalt lane improvements (the "Project"); and

WHEREAS, on April 20, 2022, the City publicly opened bids for the Project and the lowest responsible bidder was the bid attached hereto and incorporated herein as Exhibit A (the "Bid") submitted by Elliot & Wood, Inc. (the "Company") in the amount of \$1,763,000 with no contingency allowance; and

WHEREAS, the Project encountered unforeseeable events that increased the total cost of the Project to \$1,855,000 (the "Total Project Cost"); and

WHEREAS, the City's corporate authorities find that approving payment of the Total Project Cost to the Company is in the City's best interests for the promotion of the public health, morals and welfare; and

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

SECTION 1: The above recitals are true, correct, material, adopted and incorporated herein as Section 1 to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize and direct the City Manager to approve change orders or enter into an agreement, in a form acceptable to the City Manager, with the Company to pay the Total Project Cost in an amount not to exceed \$1,855,000.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that, to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of December 2022 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

RESOLUTION 2022-038

PASSED: APRIL 25, 2022

**AUTHORIZING THE AWARD OF A CONSTRUCTION SERVICES CONTRACT
TO ELLIOT & WOOD, INC. IN THE AMOUNT OF \$1,763,000 FOR THE
LINCOLN HIGHWAY LANE RECONFIGURATION.**

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

WHEREAS, the City's corporate authorities find that it is necessary to construct a road diet/lane reconfiguration of Lincoln Highway (IL-38) between 1st Street and 4th Street including, but not limited to, pavement and sidewalk removal, drainage modifications, concrete walkway expansions/reconfigurations, and asphalt lane improvements (the "Project"); and

WHEREAS, on April 20, 2022, the City publicly opened bids for the Project and the lowest responsible bidder was the bid attached hereto and incorporated herein as Exhibit A (the "Bid") submitted by Elliot & Wood, Inc. (the "Company") in the amount of \$1,763,000; and

WHEREAS, the City's corporate authorities find that it is in the City's best interests for the promotion of the public health, morals and welfare to approve the Bid; and

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

SECTION 1: The above recitals are true, correct, material, adopted and incorporated herein as Section 1 to this resolution.

SECTION 2: The City's corporate authorities approve the Bid and further approve, authorize, and direct the City Manager to execute an agreement with the Company to perform the Project in the amount of 1,763,000.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that, to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in its jurisdiction.

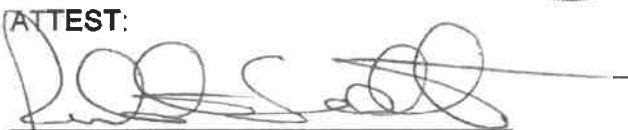
SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 25th day of April 2022 and approved by me as Mayor on the same day. Passed by a 6-0-1-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic. Nay: None. Abstain: Barnes. Absent: Faivre.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



Contractor's Name

Elliott and Wood, Inc.

Contractor's Address

P. O. Box 544, 210 Industrial Drive

City

DeKalb

State

IL

Zip Code

60115

STATE OF ILLINOIS

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

Street Name/Road Name

Lincoln Highway (IL Route 38)

Type of Funds

Local

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

City Engineer

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date



Contractor's Name

Elliott and Wood, Inc.

Contractor's Address

P. O. Box 544, 210 Industrial Drive

City

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State

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60115

STATE OF ILLINOIS

Local Public Agency

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Official Title

City Engineer

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of DeKalb	Lincoln Highway (IL Route 38)	DeKalb	

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of DeKalb _____, known as the party of the first part, and Elliott and Wood, Inc. _____, its successor, and assigns, known as the party of the second part.

2. 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 this contract, the party of the second part agrees with said party of the first part, at its 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 contract.

3. 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 _____ in City of DeKalb _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: _____ The _____ City _____ of DeKalb _____
 Clerk Executive _____ Date _____



Party of the First Part _____ Date _____
 By: _____

(If a Corporation)
 Corporate Name _____
 Elliott & Wood, Inc.
 President, Party of the Second Part _____ Date _____
 By: _____
 Christopher Wood, Vice President
 (If a Limited Liability Corporation)

LLC Name _____
 Manager or Authorized Member, Party of the Second Part _____
 By: _____

(If a Partnership)
 Partner _____ Date _____
 Partner _____ Date _____

Partners doing Business under the firm name of _____
 Party of the Second Part _____

(If an individual)
 Party of the Second Part _____ Date _____

Attest: _____
 Secretary _____ Date _____
 Kathi Wood
 Kathi Wood, Secretary/Treasurer
 (SEAL)



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Elliott and Wood, Inc.			
Contractor's Address		City	State Zip Code
PO BOX 544 / 210 Industrial Drive		DeKalb	IL 60115

STATE OF ILLINOIS


Local Public Agency	County	Section Number
City of Dekalb	DeKalb	
Route(s) (Street/Road Name)		Type of Funds
Lincoln Highway (IL Route 38)		Local

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
Submitted/Approved	
County Engineer/Superintendent of Highways	Date

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
	4-4-22
Official Title	
City Engineer	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Dekalb	DeKalb		Lincoln Highway (IL Route 38)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of **City of Dekalb**

1216 Market Street, Dekalb, IL 60115	Name of Office
Address	until 2:00 PM on 04/20/22
	Time Date

Sealed proposals will be opened and read publicly at the office of **City of Dekalb**

1216 Market Street, DeKalb, IL 60115	Name of Office
Address	at 2:00 PM on 04/20/22
	Time Date

DESCRIPTION OF WORK

Location	Project Length
Lincoln Highway (IL Rte 38) between 1st and 4th Street	918 feet (0.17 Mi)

Proposed Improvement

The proposed improvements consist of roadway resurfacing, road diet and street-scape of Lincoln Highway (Illinois Route 38) between 1st Street and 4th Street consisting of: reducing Lincoln Highway from four lanes to three lanes with the third lane being a bi-directional center turn lane/left-turn lane, ADA improvements at intersection corners, decorative sidewalk expansion for businesses, new sidewalk, new curb & gutter, parallel parking lane, and maintenance of vehicular and pedestrian traffic.

1. Plans and proposal forms will be available in the office of

www.questcdn.com (Quest #8176047) for a fee of \$25.00.

Contact Zachary Gill at (815-748-2331) for questions.

2. ☒ Prequalification
If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, 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 two originals 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. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
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.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lincoln Highway (IL Route 38)

PROPOSAL

1. Proposal of Elliott and Wood, Inc.

Contractor's Name

210 Industrial Drive / PO Box 544 - DeKalb, IL 60115

Contractor's Address

2. The plans for the proposed work are those prepared by Engineering Enterprises, Inc.
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 _____ working days or by 08/19/22 unless additional time is granted in accordance with the specifications.
6. 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 of check shall be forfeited to the Awarding Authority.
7. 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 products 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. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, 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.
10. 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 ***BID BOND*** (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lincoln Highway (IL Route 38)

CONTRACTOR CERTIFICATIONS

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 procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the 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: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract 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 on 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 on 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 canceled.

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

Route(s) (Street/Road Name)

Lincoln Highway (IL Route 38)

SIGNATURES

(If an individual)

Signature of Bidder

Date

Business Address

City

State

Zip Code

(If a partnership)

Firm Name

Signature

Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Elliott and Wood, Inc.

Signature

Date



4/20/2022

Title

Vice President

Business Address

210 Industrial Drive / PO Box 544

City

State

Zip Code

DeKalb

IL

60115

Insert Names of Officers

President

Michael J Wood

Attest:

Kathi Wood

Secretary

Secretary

Kathi L Wood

Treasurer

Kathi L Wood



Schedule of Prices



Contractor's Name

Elliott and Wood, Inc.

Contractor's Address

210 Industrial Drive / PO Box 544

City

DeKalb

State

IL

Zip Code

60115

Local Public Agency

City of Dekalb

County

DeKalb

Section Number

Route(s) (Street/Road Name)

Lincoln Highway (IL-38)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total
NONE	NONE	NONE

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
28000510	INLET FILTERS	EACH	19	\$20.00	\$380.00
30300001	AGG SUBGRADE IMPROVE	CU YD	606	\$60.00	\$36,360.00
35101600	AGG BASE CSE B 4	SQ YD	993	\$25.00	\$24,825.00
35800100	PREPARATION OF BASE	SQ YD	4760	\$1.25	\$5,950.00
40600290	BIT MATLS TACK CT	POUND	2145	\$0.01	\$21.45
40600370	LONG JOINT SEALANT	FOOT	1832	\$5.15	\$9,434.80
40600400	MIX CR JTS FLANGWYS	TON	1	\$450.00	\$450.00
40600982	HMA BC IL-19.0 N50	SQ YD	129	\$30.00	\$3,870.00
40604060	HMA SC IL-9.5 D N50	TON	548	\$120.00	\$65,760.00
42400800	DETECTABLE WARNINGS	SQ FT	285	\$40.00	\$11,400.00
44000100	PAVEMENT REM	SQ YD	921	\$25.00	\$23,025.00
44000500	COMB CURB GUTTER REM	FOOT	1736	\$30.00	\$52,080.00
44000600	SIDEWALK REM	SQ FT	2929	\$10.00	\$29,290.00
44201717	CL D PATCH T2 6	SQ YD	6	\$400.00	\$2,400.00
44201721	CL D PATCH T3 6	SQ YD	20	\$250.00	\$5,000.00
44213200	SAW CUTS	FOOT	170	\$10.00	\$1,700.00
56109210	WATER VALVES ADJUST	EACH	3	\$1,500.00	\$4,500.00
59300100	CONTR LOW-STRENG MATL	CU YD	65	\$500.00	\$32,500.00
60260300	INLETS ADJ NEW T1F OL	EACH	10	\$1,500.00	\$15,000.00
60300305	FR & LIDS ADJUST	EACH	34	\$1,200.00	\$40,800.00

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of DeKalb		DeKalb			Lincoln Highway (IL-38)
Item Number	Items	Unit	Quantity	Unit Price	Total
60603800	COMB CC&G TB6.12	FOOT	1820	\$60.00	\$109,200.00
66900200	NON SPECIAL WASTE DISP	CU YD	600	\$65.00	\$39,000.00
66900400	SPL WASTE GRD WAT DISP	GALLON	4000	\$1.52	\$6,080.00
66900530	SOIL DISP ANALYSIS	EACH	8	\$1,500.00	\$12,000.00
66901000	BACKFILL PLUGS	EACH	4	\$1,500.00	\$6,000.00
66901001	REG SUB P-CONST PLAN	L SUM	1	\$2,000.00	\$2,000.00
66901003	REG SUB F CONO REPORT	L SUM	1	\$2,200.00	\$2,200.00
66901005	ENGINEERED BARRIER	SQ YD	250	\$5.00	\$1,250.00
66901006	REG SUB MON	CAL DA	25	\$675.00	\$16,875.00
67100100	MOBILIZATION	L SUM	1	\$98,065.79	\$98,065.79
70107025	CHANGEABLE MESSAGE SN	CAL DA	90	\$30.00	\$2,700.00
70300150	SHRT TRM PAVT MK REM	SQ FT	2950	\$0.50	\$1,475.00
70307100	TMP PVT MK L&S T4 TAP	SQ FT	198	\$3.50	\$693.00
70307120	TMP PVT MK L4 T4 TAPE	FOOT	6988	\$0.20	\$1,397.60
70307130	TMP PVT MK L6 T4 TAPE	FOOT	199	\$1.50	\$298.50
70307140	TMP PVT MK L8 T4 TAPE	FOOT	89	\$2.10	\$186.90
70307210	TMP PVT MK L24 T4 TAP	FOOT	154	\$6.10	\$939.40
72000100	SIGN PANEL T1	SQ FT	46	\$17.50	\$805.00
72400310	REMOV SIGN PANEL T1	SQ FT	27	\$8.00	\$216.00
72800100	TELES STL SIN SUPPORT	FOOT	30	\$18.00	\$540.00
78000100	THPL PVMNT MRK LT &SYMB	SQ FT	463	\$4.00	\$1,852.00
78000200	TMP PVT MK L4 T4 TAPE	FOOT	4410	\$1.05	\$4,630.50
78000400	TMP PVT MK L6 T4 TAPE	FOOT	1019	\$1.63	\$1,660.97
78000500	TMP PVT MK L8 T4 TAPE	FOOT	1276	\$2.17	\$2,768.92
78000600	THPL PVMNT MRKING LN 12 I	FOOT	273	\$3.26	\$889.98
78000650	TMP PVT MK L24 T4 TAP	FOOT	176	\$6.51	\$1,145.76
78011000	GRV RCSD PM LTR & SYM	SQ FT	463	\$1.50	\$694.50
78011025	GRV RCSD PVT MRKG 5	FOOT	4410	\$0.37	\$1,631.70
78011035	GRV RCSD PVT MRKG 7	FOOT	1019	\$0.56	\$570.64
78011045	GRV RCSD PVT MRKG 9	FOOT	1276	\$0.74	\$944.24
78011065	GRV RCSD PVT MRKG 13	FOOT	273	\$1.11	\$303.03
78011125	GRV RCSD PVT MRKG 25	FOOT	176	\$2.22	\$390.72
78100100	RAISED REFL PAVT MKR	EACH	34	\$197.55	\$6,716.70
78300202	PAVMT MRKG REM WTR BL	SQ FT	789	\$3.75	\$2,958.75
81028200	UNDRGRD C GALVS 2	FOOT	1422	\$94.00	\$133,668.00
81028340	UNDRGRD C PVC 1 1/2	FOOT	361	\$65.00	\$23,465.00
85000200	MAIN EX TR SIG INSTAL	EACH	3	\$5,001.00	\$15,003.00

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of Dekalb		DeKalb			Lincoln Highway (IL-38)
87301215	ELCBL C SIGNAL 14 2C	FOOT	2530	\$5.15	\$13,029.50
87301900	ELCBL C EGRDC 6 1C	FOOT	361	\$5.15	\$1,859.15
87600100	PED PUSH-BUT POST T1	EACH	20	\$2,403.00	\$48,060.00
87900200	DRILL EX HANDHOLE	EACH	20	\$381.00	\$7,620.00
89502210	MOD EX CONTR CAB	EACH	3	\$2,016.00	\$6,048.00
89502300	REM ELCBL FR CON	FOOT	2530	\$1.35	\$3,415.50
X0320067	BENCH REMOVAL	EACH	11	\$150.00	\$1,650.00
X0327680	TRENCH DRAIN	FOOT	56	\$600.00	\$33,600.00
X0327727	PLANTER REMOVAL	L SUM	6	\$1,000.00	\$6,000.00
X1700021	BRC PVR REM RENSTL SP	SQ FT	7731	\$16.00	\$123,696.00
X1700112	BRICK PAVER REMOVAL	SQ FT	5655	\$5.00	\$28,275.00
X2800001	IMPRTD THPL CROSSWALK	SQ YD	297	\$242.00	\$71,874.00
X4240430	PC CONC SIDEWALK 5 SP	SQ FT	4320	\$15.00	\$64,800.00
X4401198	HMA SURF REM VAR DP	SQ YD	4760	\$6.00	\$28,560.00
X7010216	TRAF CONT & PROT SPL	L SUM	1	\$40,000.00	\$40,000.00
X8130130	JUNCTION BOX ADJUST	EACH	23	\$1,854.00	\$42,642.00
X8140105	HANDHOLE SPL	EACH	22	\$4,475.00	\$98,450.00
X8140115	HANDHOLE TO BE ADJUST	EACH	3	\$3,023.00	\$9,069.00
X8760200	ACCESSIBLE PED SIGNAL	EACH	20	\$1,932.00	\$38,640.00
XXXXXXXX3	HES PCC SW 5	SQ FT	4173	\$15.50	\$64,681.50
XXXXXXXX4	COL PCC SDWLK, SPL	SQ FT	6440	\$18.00	\$115,920.00
XXXXXXXX5	REMOV FR & GR SPL	EACH	10	\$525.00	\$5,250.00
XXXXXXXX6	REMOVE TRASH RECEPTAC	EACH	14	\$200.00	\$2,800.00
XXXXXXXX7	PROTECTION OF CONCRETE	L SUM	1	8,000.00	\$8,000.00
Z0001110	GAS VALVE ADJUSTED	EACH	30	\$585.00	\$17,550.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$4,500.00	\$4,500.00
Z0030850	TEMP INFO SIGNING	SQ FT	499	\$2.50	\$1,247.50
Z0033056	OPTIM TRAF SIGNAL SYS	EACH	1	\$7,800.00	\$7,800.00
Z0073510	TEMP TR SIGNAL TIMING	EACH	2	\$1,000.00	\$2,000.00
Bidder's Total Proposal					\$1,763,000.00

1. Each pay item should have a unit price and a total price.
2. 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.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Lincoln Highway (IL Rte 38)	

Bond information to be returned to Local Public Agency at City Engineer, City of DeKalb, 1216 Market St., DeKalb, IL 60115.
Complete Address

We, Elliott & Wood Inc, PO Box 544, 210 Industrial Drive, DeKalb, IL 60115

Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Ohio Farmers Insurance Company, PO Box 5001, 1 Park Circle, Westfield Center, OH 44251-5001

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
One million, seven hundred sixty-three thousand and 00/100

Dollars (\$1,763,000.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 19th day of May, 2022.
Day Month and Year

PRINCIPAL

Company Name

Elliott & Wood Inc

By

Signature & Title

Date

 05-19-2022

Attest

Signature & Title

Date

Kathi Wood 05-19-2022

Company Name

By

Signature & Title

Date

Attest

Signature & Title

Date

(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 IL
COUNTY OF DeKalb

I, Jill LaPointe Thomas, a Notary Public in and for said county, do hereby certify that

Christopher Wood & Kathi Wood

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of May, 2022
Day Month, Year



Notary Public Signature

Jill LaPointe Thomas

Date commission expires July 19th, 2023

SURETY

Name of Surety

Ohio Farmers Insurance Company

Title

By

Millicent Gruben

Millicent Gruben Attorney in Fact

STATE OF IL
COUNTY OF DeKalb

I, Taylor P Zak, a Notary Public in and for said county, do hereby certify that

Notary Name

Millicent Gruben

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of May, 2022
Day Month, Year



Notary Public Signature

Taylor P. Zak

Date commission expires 2/23/25

Approved this 20th day of May, 2022
Day Month, Year

Attest:

Executive Asst.

Local Public Agency ~~Clerk~~ Signature

Date

[Signature]

5-20-22

Municipality

Clerk

Local Public Agency Type

Awarding Authority

City of DeKalb

Awarding Authority Signature

Date

[Signature]

5-20-22

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/11/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1214912 04

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
EDWARD A. ROSENOW, THEODORE A. ROSENOW, DAVID B. HAMILTON, PATRICK E. FAGAN, MELISSA A. PADILLA, LAUREN ELAINE HORNBACK, MILLICENT GRUBEN, EDITH REYNS, TAYLOR ZAK, JOINTLY OR SEVERALLY

of SYCAMORE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of FEBRUARY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 11th day of FEBRUARY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of May, 2022 A.D.,



Frank A. Carrino Secretary

Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2022

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

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

PRODUCER Crum-Halsted Agency Inc 2350 Bethany Road Sycamore IL 60178		CONTACT NAME: Missy Gruben PHONE (A/C No, Ext): (815) 756-2906 FAX (A/C, No): (815) 756-2138 E-MAIL ADDRESS: mgruben@crumhalsted.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: West Bend Mutual Ins Co	15350
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			0573476	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Coverage Included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			0573476	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			0573476	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 9,000,000
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0577215	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: LINCOLN HWY PROJECT

It is agreed the following are added as additional insured, on a primary and non-contributory basis, as respects the General Liability when required by written contract:

City Of DeKalb

Waiver of subrogation applies to General Liability and Workers Compensation in favor of additional insureds.

30 days' notice of cancellation will be provided to certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of DeKalb
164 East Lincoln Hwy

DeKalb

IL 60115

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

AUTHORIZED REPRESENTATIVE

Yvonne A. Rouner

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NOTICE OF AWARD

Dated 4/25/2022

TO: Elliot & Wood, Inc.
(BIDDER)

ADDRESS: 210 Industrial Drive, DeKalb IL

CONTRACT/PROJECT Lincoln Highway Lane Reconfiguration
(Insert name of Contract as it appears in Bidding Documents)

You are notified that your Bid dated April 20, 2022 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 \$1,763,000

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

You must comply with the following conditions 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, if not previously provided.

(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)

Certificate of the Publisher

Daily Chronicle

Description: BIDS-LINCOLN HIGHWAY

1973576

RUTH SCOTT

CITY OF DEKALB
ATTN: BETH PATRICK
164 E LINCOLN HIGHWAY
DEKALB IL 60115

Shaw Media certifies that it is the publisher of the Daily Chronicle. The Daily Chronicle is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of DeKalb, County of DeKalb, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Daily Chronicle, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 04/07/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at DeKalb, Illinois, on 7th day of April, A.D. 2022

Shaw Media By:


Laura Shaw, Publisher

Account Number 40609

Amount \$76.26

LEGAL NOTICE

LEGAL NOTICE

INVITATION TO BID

The City of DeKalb, IL, will accept sealed proposals for a project described as

Improvements to Lincoln Highway (IL Route 38) between First Street and Fourth Street. Improvements will consist of roadway resurfacing, road diet and streetscape of Lincoln Highway (IL Route 38) between First Street and Fourth Street consisting of reducing Lincoln Highway from four lanes to three lanes with the third lane being a bi-directional center turn lane/wild-turn lane, ADA improvements at intersection corners, decorative sidewalk expansion for businesses, new sidewalk, new curb and gutter, parallel parking lane, and maintenance of vehicular and pedestrian traffic. Plans and proposal forms are available at www.questdn.com (Quest #8176047) for a fee of \$25.00. Sealed proposals for the project will be received at the office of the City of DeKalb, 1216 Market Street, DeKalb, Illinois 60115 until 2:00 p.m. on April 20, 2022. All proposals will be publicly opened immediately thereafter. Contact Zachary Gill at (815) 748-2331 with questions.

(Published in the Daily Chronicle April 7, 2022)
1973576