

AUTHORIZING THE AWARD OF A CONTRACT TO ELLIOTT & WOOD, INC. IN THE AMOUNT OF \$183,016 FOR N. NINTH STREET PARKING IMPROVEMENTS, WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL NOT TO EXCEED \$195,000.

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, on June 30, 2023, the City publicly opened bids for the 9TH Street Parking Improvements (the "Project") and determined that Elliot & Wood, Inc. (the "Contractor") submitted the lowest responsible bid in the total amount of \$183,016 (the Bid); and

WHEREAS, the City's corporate authorities find that approving the Bid is in the City's best interests for the protection of the public health, safety, and welfare; and

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

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

SECTION 2: The City's corporate authorities approve the Bid and further approve, authorize, and direct the City Manager to enter into an agreement, in a form acceptable to the City Manager, with Contractor for the Project in the Bid amount of \$183,016, with staff authority to approve change orders up to a combined Project total of \$195,000, and to take all necessary actions to effectuate the award of the Bid to Contractor.

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 that regard within 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 10th day of July 2023 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Zasada, Larson, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None. Absent: Smith.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

WE, Elliott & Wood Inc as PRINCIPAL, and
Ohio Farmers Insurance Company as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid
price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly 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 is submitting a written
proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section
and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful
performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road
and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in
full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any
requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to
recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
respective officers this 28th of June, 2023
Day Month and Year

Principal

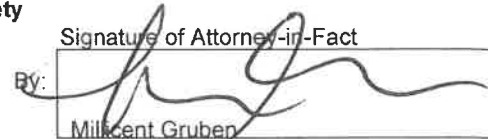
Company Name	
Elliott & Wood Inc	
Signature	Date
By: 	<u>06-28-23</u>
Title	
Vice President	

Company Name	
Signature	Date
By:	
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

Name of Surety
Ohio Farmers Insurance Company

Signature of Attorney-in-Fact	Date
By: 	<u>6/28/23</u>
Millicent Gruben	

STATE OF IL
COUNTY OF DeKalb

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

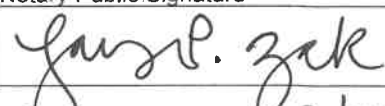
Christopher J Wood and Millicent Gruben

(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 28th day of June, 2023
Day Month and Year



Notary Public Signature

Date commission expires <u>2/23/25</u>

City of DeKalb

DeKalb

ELECTRONIC BID BOND

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 LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

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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, MILLCENT 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 canceling 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

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, 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 **28th** day of **June**, **2023** A.D.,



Frank A. Carrino, Secretary

ADDENDUM NO. 1

CITY OF DEKALB
9th Street On-Street Parking Project & Parking Lot Improvements
Quest eBidDoc # 8376455
DeKalb, IL
June 29, 2023

This Addendum shall include the following Clarifications to the contract documents. Please refer to and consider the information below when preparing and submitting your proposal.

Clarification:

1. Sheet 7 of the drawings calls for PAVEMENT MARKING REMOVAL. This work will be performed using black out paint and the cost of such is considered incidental to the project.
2. Sheet 8 of the drawings calls for PARKING BLOCK (TYP.). This item will be provided by others.
3. Sheet 8 of the drawings, as well as the bid form, calls for STONE RIPRAP CL A1. The RIPRAP DETAIL on Sheet 13 of the drawings calls out RR-4. The material to be used is CL A1, at a minimum depth of 18".
4. Sheet 10 of the drawings calls for COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12 (DEPRESSED) to be installed across 9th St. This pavement removal and replacement work will be performed and is incidental to curb installation.
5. The special provision for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH states that it includes "required base course materials", and COMBINATION CONCRETE CURB AND GUTTER TYPE-B-6.12 states that it includes "aggregate base", however there is a pay item for AGG BASE CSE B in the schedule of values. The pay item for AGG BASE CSE B is intended for pavement widening. Aggregate base for sidewalk and curb and gutter is incidental to the work.
6. The special provisions for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH and COMBINATION CONCRETE CURB AND GUTTER TYPE-B-6.12 both state that the work consists of replacement at locations "throughout the city". All locations are shown on the drawings.

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:



Jason Stoll, P.E.
Principal

Contractor's Acknowledgement:

Elliott & Wood, Inc.

Firm Name (please print)



Acknowledged by (please sign and print) Christopher Wood, Vice President

END OF ADDENDUM NO. 1

O:\DeKalb, City of\22-1452 - 9th Street On-Street Parking Project & Parking Lot Improvements\Engineering\Proposal Booklet\Addenda\Addendum No. 1\22-1452 DeK 9th St. On-St Pkg Proj and Pkg Lot Imps Add No. 1 eBidDoc 8376455.docx



COVER SHEET

Proposal Submitted By:

Contractor's Name

Elliott & Wood Inc

Contractor's Address

210 Industrial Dr/PO Box 544

City

DeKalb

State

IL

Zip Code

60115

STATE OF ILLINOIS

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

Route(s) (Street/Road Name)

9th Street On-Street Parking Project & Parking Lot Improvements

Type of Funds

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

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		9th Street On-Street Parking Pr

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Engineer, City of DeKalb

<u>1216 Market Street, DeKalb, IL 60115</u>	until <u>10:00 AM</u>	on <u>06/30/23</u>
Address	Time	Date

Sealed proposals will be opened and read publicly at the office of City Engineer, City of DeKalb

<u>1216 Market Street, DeKalb, IL 60115</u>	at <u>10:00 AM</u>	on <u>06/30/23</u>
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
9th Street On-Street Parking Project & Parking Lot Improvements	400'

Proposed Improvement

BASE BID - This project consists of improvements along 9th Street between Lincoln Highway and Locust Street along with parking lot improvements:

- Widening of 9th Street to accommodate head in parking on the east side of the street.
- Barrier curb at the north end of 9th Street to separate and demarcate the public Right-Of-Way of 9th Street. East Locust Street to become a private street.
- Expansion of the south parking lot adjacent to American Marketing & Publishing at the northwest corner of Lincoln Highway (IL 38) and North 10th Street.
- New driveway accesses to 10th Street from the expanded southern and northern parking lot, the adjacent northern parking lot added, and the two separated parking lots joined.

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

Fehr Graham, 515 Lincoln Highway, Rochelle, IL 61068 for a non-refundable fee of \$100 (overnight delivery not available). Also available electronically at www.fehrgraham.com for a non-refundable fee of \$25.

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		9th Street On-Street Parking Pr

PROPOSAL

1. Proposal of Elliott & Wood Inc

Contractor's Name

210 Industrial Dr/PO Box 544 DeKalb, IL 60115

Contractor's Address
2. The plans for the proposed work are those prepared by Fehr Graham
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 09/29/23 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: City 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		9th Street On-Street Parking Pr

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	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		9th Street On-Street Parking Pr

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

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(If a corporation)

Corporate Name	
Elliott & Wood Inc	
Signature	Date
	6/30/2023
Title	
Vice President	

Business Address

210 Industrial Dr/PO Box 544

City

DeKalb

State

IL

Zip Code

60115

Insert Names of Officers

President

Michael Wood

Secretary

Kathi Wood

Treasurer

Kathi Wood

Attest:

Kathi Wood

Secretary



Contractor's Name

Elliott & Wood, Inc.

Contractor's Address

210 Industrial Dr/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)

9th Street On-Street Parking Project & Parking Lot Improvements

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20101400	NITROGEN FERT NUTR	POUND	2.00	\$4.00	\$8.00
20101500	PHOSPHORUS FERT NUTR	POUND	2.00	\$4.00	\$8.00
20101600	POTASSIUM FERT NUTR	POUND	2.00	\$4.00	\$8.00
20200100	EARTH EXCAVATION	CU YD	616.00	\$75.00	\$46,200.00
21101615	TOPSOIL F&P 4	SQ YD	525.00	\$1.00	\$525.00
25000110	SEEDING CL 1A	SQ YD	525.00	\$1.40	\$735.00
25100630	EROSION CONTR BLANKET	SQ YD	525.00	\$1.80	\$945.00
28100101	STONE RIPRAP CL A1	SQ YD	25.00	\$20.00	\$500.00
28200200	FILTER FABRIC	SQ YD	25.00	\$1.00	\$25.00
35101400	AGG BASE CSE B	TON	520.00	\$38.00	\$19,760.00
40604050	HMA SC IL-9.5 C N50	TON	165.00	\$175.00	\$28,875.00
42300300	PCC DRIVEWAY PAVT 7	SQ YD	210.00	\$90.00	\$18,900.00
42400200	PC CONC SIDEWALK 5	SQ FT	500.00	\$10.00	\$5,000.00
44000200	DRIVE PAVEMENT REM	SQ YD	60.00	\$20.00	\$1,200.00
44000600	SIDEWALK REM	SQ FT	500.00	\$10.00	\$5,000.00
60600605	CONC CURB TB	FOOT	250.00	\$50.00	\$12,500.00
60603800	COMB CC&G TB6.12	FOOT	40.00	\$60.00	\$2,400.00
67100100	MOBILIZATION	L SUM	1.00	\$10,000.00	\$10,000.00
78001100	THPL PVT MK LTR & SYM	SQ FT	125.00	\$10.00	\$1,250.00
78001110	THPL PVT MK LINE 4	FOOT	770.00	\$3.60	\$2,772.00

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of DeKalb		DeKalb				9th Street On-Street Park
Item Number	Items	Unit	Quantity	Unit Price	Total	
78001180	PAINT PVT MK LINE 24	FOOT	11.00	\$10.00	\$110.00	
X0326806	WASHOUT BASIN	EACH	1.00	\$100.00	\$100.00	
X2010400	STUMP REMOVAL ONLY	UNIT	28.00	\$10.00	\$280.00	
X2200004	CH LNK FNCE, 6' SP	FOOT	95.00	\$137.00	\$13,015.00	
X4400070	CURB CUT	FOOT	230.00	\$30.00	\$6,900.00	
X7010216	TRAF CONTR & PROT SPL	L SUM	1.00	\$6,000.00	\$6,000.00	
Bidder's Total Proposal					\$183,016.00	

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.



Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	9th Street On-Street Parkin	

All contractors are required to complete the following certification

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

Elliott & Wood Inc
210 Industrial Dr
PO Box 544
DeKalb IL 60115


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 bidder's 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:

1. Except as provided in paragraph 4 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.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors 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.
3. 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.

Midwest Operating Engineers - Local #150
Laborers - Local #32
N. IL Cement Masons & Plasterers JATC - Local #11
Suburban Teamsters - Local #330

4. Except for any work identified above, if any bidder or subcontractor 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 workforces and positions of ownership. ☐

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 afterward 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	Signature	Date	
Elliott & Wood Inc		6/30/2023	
Title			
Vice President			
Address	City	State	Zip Code
210 Industrial Dr/PO Box 544	DeKalb	IL	60115



Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	9th Street On-Street Parkin	

I, Christopher Wood of DeKalb, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the Vice President of Elliott & Wood Inc
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Elliott & Wood Inc, will maintain a business office in the
Bidder
 State of Illinois, which will be located in DeKalb County, Illinois.
County
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.

Signature	Date
	6/30/2023

Print Name of Affiant
Christopher Wood

Notary Public

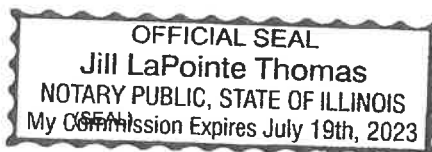
State of IL


County DeKalb

Signed (or subscribed or attested) before me on 6/30/2023 by
(date)

Christopher Wood, authorized agent(s) of
(name/s of person/s)

Elliott & Wood Inc
Bidder



Signature of Notary Public

My commission expires <u>7/19/2023</u>





Rs 2023-071

COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Elliott & Wood Inc			
Contractor's Address		City	State Zip Code
210 Industrial Dr/PO Box 544		DeKalb	IL 60115

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	
Route(s) (Street/Road Name)		Type of Funds
Kimberly Dr., Fairview Dr.		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
	7-24-23
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		Kimberly Dr., Fairview Dr.

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City of DeKalb Public Works Department

<u>1216 Market Street, DeKalb, Illinois 60115</u>	until <u>2:30 PM</u>	on <u>06/28/23</u>
Address	Time	Date

Sealed proposals will be opened and read publicly at the office of City of DeKalb Public Works Department

<u>1216 Market Street, DeKalb, Illinois 60115</u>	at <u>2:30 PM</u>	on <u>06/28/23</u>
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
Kimberly Dr east of Blackhawk Rd	375 LF

Proposed Improvement

Proposed improvements include Roadway removal, pavement removal, curb and gutter removal, sidewalk replacement, PCC curb and gutter, PCC median, PCC pavement, and HMA pavement.

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

www.bhfxplanroom.com

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:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- 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		Kimberly Dr., Fairview Dr.

PROPOSAL

1. Proposal of Elliott & Wood Inc

Contractor's Name

210 Industrial Dr/PO Box 544 DeKalb, IL 60115

Contractor's Address
2. The plans for the proposed work are those prepared by C.E.S. Inc.
and approved by the Department of Transportation on N/A.
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 08/16/23 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 _____.



Contractor's Name

Elliott & Wood, Inc.

Contractor's Address

210 Industrial Dr./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)

Kimberly Dr., Fairveiw Dr.

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Tree Removal	UNIT	60	\$80.00	\$4,800.00
2	HMA Pavement Removal, 2"	SY	353	\$9.00	\$3,177.00
3	HMA Pvmnt Removal, Full Depth	SY	795	\$38.00	\$30,210.00
4	CONC Sidewalk Removal	SF	900	\$4.00	\$3,600.00
5	CONC Curb & Gutter Removal	FT	447	\$10.00	\$4,470.00
6	Inlet to be Removed	EA	2	\$1,200.00	\$2,400.00
7	PCC Curb & Gutter, B-6.12	FT	115	\$60.00	\$6,900.00
8	PCC Curb & Gutter, B-9.18	FT	285	\$65.00	\$18,525.00
9	PCC Curb & Gutter, M-6.18	FT	131	\$62.00	\$8,122.00
10	PCC Curb & Gutter, SB6.12	FT	171	\$61.00	\$10,431.00
11	Inlet Type 700	EA	2	\$2,700.00	\$5,400.00
12	Storm MH to be Adjusted	EA	1	\$850.00	\$850.00
13	RCP Storm Sewer, 12"	LF	81	\$80.00	\$6,480.00
14	D.I. WMQ Storm Sewer, 12"	LF	15	\$225.00	\$3,375.00
15	PCC Pavement, 8"	SY	125	\$115.00	\$14,375.00
16	PCC Median, 4"	SF	85	\$19.00	\$1,615.00
17	PCC Sidewalk, 8"	SF	282	\$16.00	\$4,512.00
18	PCC Sidewalk, 5"	SF	853	\$14.00	\$11,942.00
19	Detectable Warning	SF	43	\$25.00	\$1,075.00
20	Aggr Base Crse TY B, 12"	SY	547	\$25.00	\$13,675.00
21	HMA Srf Crse, Mix D, N50, 2"	SY	1447	\$28.00	\$40,516.00
22	Thmpstc Pvmnt Mrkng - Line, 6"	FT	175	\$10.00	\$1,750.00
23	Thmpstc Pvmnt Mrkng - Line, 24"	FT	12	\$40.00	\$480.00

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of DeKalb		DeKalb			Kimberly Dr., Fairveiw Dr
Item Number	Items	Unit	Quantity	Unit Price	Total
24	Thmpstc Pvmnt Mrkng - Arrows	EA	2	\$200.00	\$400.00
25	W1-11 Sign Complete	EA	1	\$700.00	\$700.00
26	Inlet and Pipe Protection	EA	5	\$50.00	\$250.00
27	Landscape Restoration	SY	560	\$11.00	\$6,160.00
28	Rubber Mulch, 2"	SY	43	\$52.00	\$2,236.00
29	Common Boxwood	EA	17	\$115.00	\$1,955.00
30	Traffic Control & Protection	LSUM	1	\$13,409.00	\$13,409.00
31	Undercuts	CY	50	\$70.00	\$3,500.00
32	Concrete Pavers	SY	66	\$185.00	\$12,210.00
Bidder's Total Proposal					\$239,500.00

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.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Kimberly Dr., Fairview Dr.

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	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Kimberly Dr., Fairview Dr.

SIGNATURES

~~(If an individual)~~

Attest

Seal



Signature of Bidder <i>Exc Asst.</i>	Date
<i>[Signature]</i>	<i>7/24/23</i>
Business Address	
City	State Zip Code

~~(If a partnership)~~

Firm Name		
<i>City of DeKalb</i>		
Signature	Date	
<i>[Signature]</i>	<i>7-24-23</i>	
Title		
<i>City Manager - Bill Nicklas</i>		
Business Address		
<i>164 E. Lincoln Hwy</i>		
City	State	Zip Code
<i>DeKalb</i>	<i>IL</i>	<i>60115</i>

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name		
<i>Elliott & Wood Inc</i>		
Signature	Date	
<i>[Signature]</i>	<i>6/28/2023</i>	
Title		
<i>Vice President</i>		
Business Address		
<i>210 Industrial Dr/PO Box 544</i>		
City	State	Zip Code
<i>DeKalb</i>	<i>IL</i>	<i>60115</i>

Insert Names of Officers

President
<i>Michael Wood</i>

Attest:

Kathi Wood

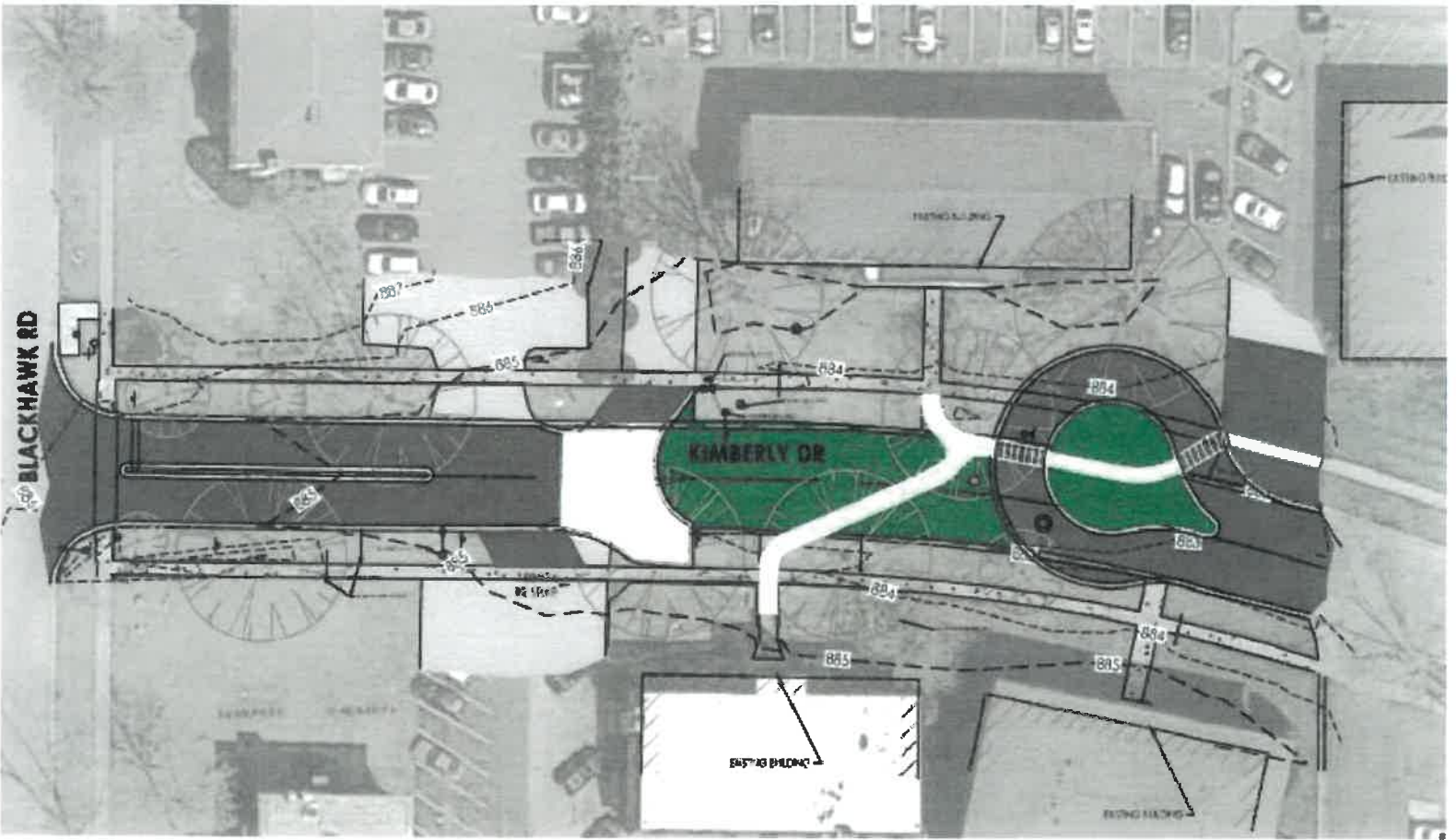
Secretary

Secretary

Kathi Wood

Treasurer

Kathi Wood





Contract Bond

Route Kimberly Dr, Fairview Dr
County DeKalb
Local Agency City of DeKalb
Section _____

We , Elliott & Wood Inc

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois ,

as PRINCIPAL, and Ohio Farmers Insurance Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

two hundred thirty nine thousand and five hundred Dollars (\$239,500), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA 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 LA acting through its awarding authority for the construction of work on the above section, 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 suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of 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 well and truly 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 him 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 LA 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 to be void; otherwise to 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 officers this 19th day of July A.D. 2023

PRINCIPAL

Elliott & Wood Inc
(Company Name)

By: [Signature]
(Signature & Title)

Attest: Kathi Wood
(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, Jill LaPointe Thomas, a Notary Public in and for said county, do hereby certify that

Christopher Wood and Kathi Wood

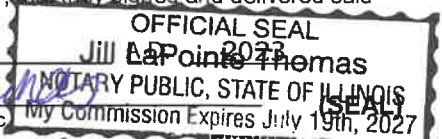
(Insert names of individuals signing on behalf of PRINCIPAL)

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 19th day of July, 2023

My commission expires 07-19-2027

Notary Public



SURETY

Ohio Farmers Insurance Company
(Name of Surety)

By: [Signature]
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF DeKalb

I, Melissa A Padilla, a Notary Public in and for said county, do hereby certify that

Millicent Gruben

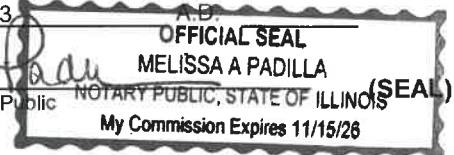
(Insert names of individuals signing on behalf of SURETY)

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 19th day of July, 2023

My commission expires 11/15/2026

Notary Public



Approved this _____ day of _____, A.D. _____

Attest:

(Awarding Authority)

Clerk

(Chairman/Mayor/President)

General
Power
of Attorney

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

CERTIFIED COPY

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 canceling 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 **July**, **2023** A.D.,



Frank A. Carrino Secretary

Frank A. Carrino, Secretary



Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Kimberly Dr, Fairview Dr	

All contractors are required to complete the following certification

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

Elliott & Wood Inc
210 Industrial Dr
PO Box 544
DeKalb IL 60115


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 bidder's 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:

1. Except as provided in paragraph 4 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.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors 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.
3. 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.

Midwest Operating Engineers - Local #150
Laborers - Local #32
N. IL Cement Masons & Plasterers JATC - Local #11
Suburban Teamsters - Local #330

4. Except for any work identified above, if any bidder or subcontractor 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 workforces and positions of ownership. ☐

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 afterward 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	Signature	Date
Elliott & Wood Inc		6/28/2023
Title		
Vice President		
Address	City	State Zip Code
210 Industrial Dr/PO Box 544	DeKalb	IL 60115



Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Kimberly Dr, Fairview Dr	

I, Christopher Wood of DeKalb, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the Vice President of Elliott & Wood Inc
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Elliott & Wood Inc, will maintain a business office in the
Bidder
 State of Illinois, which will be located in DeKalb County, Illinois.
County
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.

Signature

Date

6/28/2023

Print Name of Affiant

Christopher Wood

Notary Public

State of IL

County DeKalb

Signed (or subscribed or attested) before me on 6/28/2023 by
(date)

Christopher Wood, authorized agent(s) of
(name/s of person/s)

Elliott & Wood Inc
Bidder



Signature of Notary Public

My commission expires 7/19/2023

NOTICE OF AWARD

Dated 7/13/2023

TO: Elliot & Wood, INC
(BIDDER)

ADDRESS: 210 Industrial Drive DeKalb, IL

CONTRACT/PROJECT KIMBERLY DRIVE SEGMENTATION
(Insert name of Contract as it appears in Bidding Documents)

You are notified that your Bid dated 6/28/2023 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 \$239,500

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 Engineer
(TITLE)

AUTHORIZING THE AWARD OF A CONTRACT TO ELLIOTT & WOOD, INC. IN THE AMOUNT OF \$239,500 FOR THE KIMBERLY DRIVE SEGMENTATION, WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL NOT TO EXCEED \$255,000.

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, on June 28, 2023, the City publicly opened bids for the 2023 Kimberly Drive Segmentation (the "Project") and determined that Elliot & Wood, Inc. (the "Contractor") submitted the lowest responsible bid in the total amount of \$239,500 (the Bid); and

WHEREAS, the City's corporate authorities find that approving the Bid is in the City's best interests for the protection of the public health, safety, and welfare; and

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

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

SECTION 2: The City's corporate authorities approve the Bid and further approve, authorize, and direct the City Manager to enter into an agreement, in a form acceptable to the City Manager, with Contractor for the Project in the Bid amount of \$239,500, with staff authority to approve change orders up to a combined Project total of \$250,000, and to take all necessary actions to effectuate the award of the Bid to Contractor.

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 that regard within 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 10th day of July 2023 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Zasada, Larson, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None. Absent: Smith.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant