RESOLUTION 2018-147  PASSED: NOVEMBER 13, 2018

AUTHORIZING THE AWARD OF A BID TO WILLIAM CHARLES CONSTRUCTION COMPANY, LLC FOR CONSTRUCTION SERVICES OF 3,900 FEET OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED ROADWAY RESURFACING AND SIDEWALK IMPROVEMENTS IN THE AMOUNT OF $569,440.97, WITH STAFF AUTHORITY TO ISSUE CHANGE ORDERS UP TO $597,913.

WHEREAS, the City of DeKalb is responsible for the maintenance of publicly owned streets and sidewalks; and

WHEREAS, the Mayor and City Council have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the roadways and sidewalks, including those as outlined in the Project, consisting of 3,900 feet of roadway resurfacing along Harvey, Tyler and Charter Streets between S. Fourth Street and Seventh Street all in accordance with the plans and specifications prepared by the engineers of the City, and

WHEREAS, two bids were received to perform the Project, and the low bid by William Charles Construction Company, LLC, in the amount of $569,440.97, was $130,000 above the available Community Development Block Grant (CDBG) budgeted to fund the Project and the City has alternate means to locally fund the Project balance programmed into FY2019 Street Maintenance.

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

SECTION 1: That the Mayor of the City of DeKalb be authorized and directed to accept the low bid for 3,900 feet of CDBG funded roadway resurfacing and sidewalk improvements from William Charles Construction Company, LLC in the amount of $569,440.97, with staff authority to approve change orders not to exceed a project total of $597,913

SECTION 2: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 13th day of November 2018 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk

TERRY SMITH, Mayor
STATE OF ILLINOIS

COUNTY: DeKalb
City of DeKalb

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

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE: 2018 CDBG Roadway Improvements
SECTION NO.: N/A
TYPES OF FUNDS: CDBG

☑ SPECIFICATIONS (required) ☐ PLANS (required) ☑ CONTRACT BOND (when required)

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

Department of Transportation
☐ Concurrence in approval of award
Regional Engineer
Date

For County and Road District Projects
Submitted/Approved
Highway Commissioner
Date

Submitted/Approved
County Engineer/Superintendent of Highways
Date
1. THIS AGREEMENT, made and concluded the 3rd day of January, 2019, between the City of DeKalb acting by and through its Mayor and City Council known as the party of the first part, and William Charles Construction Company, LLC his/their executors, administrators, successors or assigns, known as the party of the second part.

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

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section N/A, in DeKalb approved by the Illinois Department of Transportation on N/A Date, are essential documents of this contract and are a part hereof.

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

Attest:

(Seal)

(If a Corporation)

Corporate Name William Charles Construction Company, LLC

By Ben Holmstrom, President

(If a Co-Partnership)

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part
We, William Charles Construction Company, LLC

a/an) □ Individual □ Co-partnership X Corporation organized under the laws of the State of Illinois, as PRINCIPAL, and Westchester Fire Insurance Company as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Five Hundred Sixty-Nine Thousand Four Hundred Forty and 97/100 Dollars ($569,440.97), 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 28th day of November A.D. 2018

PRINCIPAL

William Charles Construction Company, LLC

(Company Name)

By: 

(Signature & Title)

Attest: 

(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 Winnebago

I, Janice T. Ingham , a Notary Public in and for said county, do hereby certify that Ben Holmstrom and Ron Alden

(insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this 28th day of November A.D. 2018

My commission expires 9/17/2022

Notary Public

SURETY

Westchester Fire Insurance Company

(Name of Surety)

STATE OF NEW JERSEY.

COUNTY OF Camden

I, Lori S. Shelton , a Notary Public in and for said county, do hereby certify that Sara Owens

(insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this 28th day of November A.D. 2018

My commission expires 9/21/2022

Notary Public

Approved this ______________ day of ______________ , A.D. 2018

Attest: 

(Awarding Authority)

Clerk

(Chairman/Mayor/President)
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint George Gionis, Elizabeth Marrero, Maureen McNell, Wayne G. McVaugh, Sara Owens, Patricia A. Rambo and Joanne Wagner of Philadelphia, Pennsylvania; Kimberly G. Sherrod of Columbus, Ohio each as their true and lawful Attorney-In-Fact to execute under each said designation in their name and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th day of August, 2018.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

On this 14th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent’s presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2016295
Commission Expires July 16, 2019

HANES PUBLIC

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"): (i) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(ii) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person’s written appointment as such attorney-in-fact.

(iii) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(iv) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any officer of the Company the authority to execute, for and on behalf of the Company, under the Company’s seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(v) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile of such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect, (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J., this 28th day of November, 2018.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 390-3403  Fax (908) 390-3665  e-mail: wriic@chubb.com

WFIC- AAIC (rev. 08-18)
WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2017

ADMITTED ASSETS

<table>
<thead>
<tr>
<th>Asset</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$1,414,055,830</td>
</tr>
<tr>
<td>Short-Term Investments</td>
<td></td>
</tr>
<tr>
<td>Stocks</td>
<td>43,460</td>
</tr>
<tr>
<td>Real Estate</td>
<td>0</td>
</tr>
<tr>
<td>Cash on hand and in bank</td>
<td>(10,076,502)</td>
</tr>
<tr>
<td>Premium in course of collection*</td>
<td>61,431,233</td>
</tr>
<tr>
<td>Interest Accrued</td>
<td>14,694,454</td>
</tr>
<tr>
<td>Other Assets</td>
<td>175,574,508</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$1,655,722,983</strong></td>
</tr>
</tbody>
</table>

LIABILITIES

<table>
<thead>
<tr>
<th>Liability</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>$192,425,216</td>
</tr>
<tr>
<td>Reserve for losses</td>
<td>770,552,343</td>
</tr>
<tr>
<td>Reserve for taxes</td>
<td>13,754,897</td>
</tr>
<tr>
<td>Funds held under reinsurance treaties</td>
<td>5,757,334</td>
</tr>
<tr>
<td>Other liabilities</td>
<td>(8,973,613)</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>973,516,177</strong></td>
</tr>
</tbody>
</table>

| Capital: 70,000 Shares, $71.43 par value      | 5,000,100  |
| Capital: Paid In                              | 187,192,131 |
| Aggregate write-ins for special surplus funds | 117,350,928 |
| Surplus (unassigned)                          | 372,663,647 |
| **Surplus to Policyholders                    | 682,206,606 |
| **Total**                                     | **$1,655,722,983** |

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2017.

Sworn before me this 14th March 2018

Senior Vice President

Diane Wright, Notary Public

My commission expires August 8, 2019

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Diane Wright, Notary Public

City of Philadelphia, Philadelphia County

My Commission Expires Aug. 8, 2019

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Illinois Department of Transportation

RETURN WITH BID

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY
William Charles Construction Company, LLC

Contractor's Name
P. O. Box 2071
833 Featherstone Road
Loves Park, IL 61110

Street
P. O. Box

Rockford
IL
61107

City
State
Zip Code

STATE OF ILLINOIS

COUNTY OF
DeKalb

City of DeKalb

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

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2018 CDBG Roadway Improvements

SECTION NO. N/A

TYPES OF FUNDS CDBG

☑ SPECIFICATIONS (required) ☑ PLANS (required)

For Municipal Projects Submitted/Approved/Passed
☐ Mayor ☐ President of Board of Trustees ☑ Municipal Official

Date

For County and Road District Projects Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Department of Transportation
☐ Released for bid based on limited review

Regional Engineer

Date

PROJECT MANAGER
"LICENSE EXPIRES 11-30-2019"

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

CITY OF DEKALB, ILLINOIS

1. **Time and Place of Opening Bids.** Sealed proposals for the construction of the 2018 CDBG Roadway Improvements for the City of DeKalb, DeKalb County, Illinois, will be received at the City Hall located at 200 South Fourth Street, DeKalb, Illinois 60115 until 10:00 A.M., Thursday October 4, 2018, and at that time will be publicly opened and unit price totals read aloud in the Council Chambers.

2. **Description of Work.** The proposed construction consists of HMA resurfacing; pavement patching; aggregate base repairs; PCC sidewalk and curb & gutter removal and replacement; structure adjustments; parkway restoration and other miscellaneous items of work. Work on this project shall not start prior to April 1st, 2019 without written approval from the City.

3. **Information for Bidders.** All pertinent documents may be examined at the Utility Division of Public Works, 1216 Market Street, DeKalb, Illinois 60115 or on the internet at www.bhfxfplanning.com. Copies of the Bidding Documents may be obtained from BHFX Digital Imaging, www.bhfxfp.com, upon a non-refundable payment of $25.00 per set. **Documents can be purchased only through BHFX Digital Imaging.** Contact Luke Foresman, Baxter & Woodman, Inc., at 815-444-3383 with questions on obtaining bid documents through BHFX.

   Not less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

   The City of DeKalb is exempt from the Illinois State, municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Compiled Statute Chapter 35. Bid prices shall not include the cost of such taxes.

   All Bids must be accompanied by a Bidder's bond, certified check, bank cashier's check or bank draft payable to the City of DeKalb for five percent (5%) of the total amount of the Bid as provided in the Bidder Instructions.

   No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and the City Council of the City of DeKalb for a period of 60 days after the scheduled time of closing bids.

4. **Applicable Federal Requirements.** All laborers and mechanics employed by Contractor or Subcontractor(s) on construction work for this Project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, (40 U.S.C. Sections 276-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), and the Contractor and Subcontractor(s) shall comply with all regulations issued pursuant to these Acts and other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. Section 133z-15) and Section 2 of the Act of June 13, 1934, as amended, (40 U.S.C. Section 276c).

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ADVERTISEMENT FOR BIDS
(180293.40)
All contracts and Subgrantees for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback Act" (18 U.S.C. Section 674) as supplemented in Department of Labor Regulations (29 CFR part 3).

Contracts shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Each bidder is required to comply with Equal Employment Opportunity for Community Development Block Grants.

Compliance with "Section 3", which calls for affirmative action by the Contractor to train and/hire lower income residents of the Project area and to subcontract with local, small businesses is required on this Project.

An explanation of the applicable federal requirements previously mentioned is provided in the Special Provisions of the Bid specifications.

The successful bidder for the construction of the improvement will be required to file a performance bond equal to one hundred percent (100%) of the bid, with sureties to be approved by the Mayor and City Council, which performance bonds shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the plans and specification therefore, according to the time and terms and conditions of the contract; and also that the bidder and contractor shall properly pay all debts incurred by the Contractor in the execution of the work, including those for labor and materials furnished.

The Contractor shall be required to furnish sufficient insurance or guaranty of indemnity to the City of DeKalb, Illinois and Baxter & Woodman, Inc. against any and all claims which might arise for damages to persons or property due to the negligence of the Contractor or Subcontractors, or their officers, agents, employees or servants, during the construction of said improvement and until the said improvement has been finally accepted as complete by the Mayor and City Council of the City of DeKalb, the right to reject any and all proposals or bids is reserved.

5. Rejection of Bids. The Council reserves the right to reject any or all Bids and to waive technicalities. Unless the Bids are rejected for good cause, award of contract shall be made to the lowest responsible and responsive Bidder.

Dated at DeKalb, Illinois this 18th day of September 2018.

Jerry Smith, Mayor
Lynn Fazekas, City Clerk

END OF ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS
(180293.40)
RETURN WITH BID

PROPOSAL

County: DeKalb
Local Public Agency: City of DeKalb
Section Number: N/A
Route: 2018 CDBG Roadway Improvements

1. Proposal of William Charles Construction Company, LLC
833 Featherstone Road, Rockford, IL 61107

for the improvement of the above section by the construction of HMA resurfacing; pavement patching; aggregate base repairs; PCC sidewalk and curb & gutter removal and replacement; structure adjustments; parkway restoration; and other miscellaneous items of work.

a total distance of 5,670 feet, of which a distance of 5,670 feet, (1.074 miles) are to be improved.

2. The plans for the proposed work are those prepared by Baxter & Woodman, 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 20 working days or by ______________ unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds 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 of DeKalb Treasurer of

The amount of the check is Five percent (5%) of the bid amount 5% Bid Bond (______________________).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A

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

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

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

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

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

**County:** DeKalb  
**Local Public Agency:** City of DeKalb  
**Section:** N/A  
**Route:** 2016 CDBG Roadway Improvements

### Schedule for Multiple Bids

<table>
<thead>
<tr>
<th>Combination Letter</th>
<th>Sections Included in Combinations</th>
<th>Total</th>
</tr>
</thead>
</table>

### Schedule for Single Bid

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

| Bidder's Proposal for making entire improvements | $569,440.97 |

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TREE TRUNK PROTECTION</td>
<td>EACH</td>
<td>6</td>
<td>$261.15</td>
<td>$1,566.80</td>
</tr>
<tr>
<td>2</td>
<td>TREE ROOT PRUNING</td>
<td>EACH</td>
<td>9</td>
<td>$401.77</td>
<td>$3,615.93</td>
</tr>
<tr>
<td>3</td>
<td>REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL</td>
<td>CUYD</td>
<td>117</td>
<td>$48.69</td>
<td>$5,696.73</td>
</tr>
<tr>
<td>4</td>
<td>GEOTECHNICAL FABRIC FOR GROUND STABILIZATION</td>
<td>SQ YD</td>
<td>110</td>
<td>$5.47</td>
<td>$601.70</td>
</tr>
<tr>
<td>5</td>
<td>SUPPLEMENTAL WATERING</td>
<td>UNIT</td>
<td>12</td>
<td>$90.40</td>
<td>$1,084.80</td>
</tr>
<tr>
<td>6</td>
<td>INLET FILTERS</td>
<td>EACH</td>
<td>33</td>
<td>$145.64</td>
<td>$4,860.12</td>
</tr>
<tr>
<td>7</td>
<td>AGGREGATE SUBGRADE IMPROVEMENT</td>
<td>CUYD</td>
<td>35</td>
<td>$90.51</td>
<td>$3,187.85</td>
</tr>
<tr>
<td>8</td>
<td>BITUMINOUS MATERIALS (TACK COAT)</td>
<td>POUND</td>
<td>8,100</td>
<td>$0.52</td>
<td>$4,212.00</td>
</tr>
<tr>
<td>9</td>
<td>LEVELING BINDER (MACHINE METHOD), N50</td>
<td>TCN</td>
<td>605</td>
<td>$77.64</td>
<td>$48,972.20</td>
</tr>
<tr>
<td>10</td>
<td>HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINTS</td>
<td>SQ YD</td>
<td>324</td>
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<td>$20,775.77</td>
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**TOTAL** | **$569,440.97**
RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County: DeKalb
Local Public Agency: City of DeKalb
Section Number: N/A
Route: 2018 CDBG Roadway Improvements

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

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

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

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

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

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

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

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a partnership)

Firm Name

Signed By

Business Address

Inset Names and Addressed of All Partners

(If a corporation)

Corporate Name William Charles Construction Company, LLC

Signed By Ben Holmstrom, President

Business Address 833 Featherstone Road

Rockford, IL 61107

Insert Names of Officers

President Ben Holmstrom

Secretary Jeff Potter

Treasurer Jeff Potter

Attest: Jeff Potter, Secretary
October 8, 2018

Mayor Jerry Smith
City of DeKalb
200 S. Fourth Street
DeKalb Illinois 60115

**RECOMMENDATION TO AWARD**

*Subject: City of DeKalb – 2018 CDBG Roadway Improvements - Rebid*

Dear Mayor Smith:

The following bids were received on Thursday October 4, 2018 for the subject project:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount of Bid</th>
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</thead>
<tbody>
<tr>
<td>William Charles Construction Company, LLC</td>
<td>$569,440.97</td>
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<tr>
<td>Rockford, Illinois</td>
<td></td>
</tr>
<tr>
<td>Curran Contracting Company</td>
<td>$580,403.10</td>
</tr>
<tr>
<td>Crystal Lake, Illinois</td>
<td>(Non-Responsive)</td>
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Our revised Opinion of Probable Construction Cost based on the re-bid of this Project was $549,563.00 as shown on the attached Bid Tabulation.

We have analyzed each of the bids and find William Charles Construction Company LLC to be the lowest, responsible and responsive Bidder. Based upon our familiarity and past working relationships with William Charles Construction Company LLC, we believe that they are qualified to complete the Project.

Curran Contracting did not submit the proper CDBG forms with their bid, however their bid was read so it could be taken under advisement. It was subsequently found to be non-responsive.

We recommend award of the contract to William Charles Construction Company LLC in the amount of $569,440.97.
The low bid amount exceeds the CDBG grant. The City has indicated they will use capital funds for the funding gap.

Upon award by the City Council, we will prepare the Contract Documents for execution by the Contractor and the City. A copy of the Bid Tabulation are enclosed for the City's records.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Jason J. Fluhr, P.E.

Enc.

cc: Ellen Burgeson & Zac Gill
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<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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