



# CITY OF WOOD DALE

## **PUBLIC NOTICE**

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, SEPTEMBER 26, 2019 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES  
OF THE  
CITY OF WOOD DALE, ILLINOIS  
SEPTEMBER 26, 2019

**I. PUBLIC WORKS COMMITTEE**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
  - i. September 12, 2019 Public Works Committee Minutes
- D. Report and Recommendation
  - i. Clock Tower Final Payment
  - ii. A Resolution Approving a Contract between the City of Wood Dale and Schroeder & Schroeder, Inc. for the 2019 Sidewalk Replacement Program in an Amount Not to Exceed \$44,406.25
- E. Items to be Considered at Future Meetings
- F. Adjournment

**POSTED IN CITY HALL ON SEPTEMBER 20, 2019 AT 4:00 PM**



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## PUBLIC WORKS COMMITTEE MINUTES

Committee Date: September 12, 2019  
Present: Ald. Catalano, Jakab, Messina, Sorrentino, E. Wesley & Woods  
Absent: Ald. R. Wesley & Susmarski  
Also Present: Mayor Pulice, City Manager Mermuys, Treasurer Porch, City Manager Mermuys, Police Chief Vesta, A. Lange, B. Garelli  
Meeting Convened at: 7:30 p.m.

### APPROVAL OF THE MINUTES:

The minutes of the August 8, 2019 meeting were approved as presented.

### REPORT & RECOMMENDATION

AUTHORIZATION FOR CITY OF WOOD DALE TO UTILIZE OHIO GOVERNMENT PURCHASING COOPERATIVE (OHIO STS) & ENTER INTO AN AGREEMENT WITH EJ EQUIPMENT FOR PROCUREMENT OF A SEWER CAMERA WITH INSTALLATION

### DISCUSSION:

Ald. E. Wesley asked if it is a portable piece of equipment or in the truck. Mr. Garelli responded that it connects to a system inside the truck, and the price includes the installation with the truck. Ald. E. Wesley asked why additional pricing wasn't obtained if other companies make the equipment. Mr. Garelli explained that it is a competitively bid project, and that vendors knowing there will be multiple purchases do a discount; this one is 11%. A demo was conducted and indicated it gets stuck less and ran right through cast iron pipes. Staff is looking at both price and efficiency. The City Attorney said it is still being competitively bid at the 11% discount. Mayor Pulice noted that this is the same type of process done when vehicles are purchased. Mayor explained it's the same type of process as is done for purchasing vehicles. Ald. Messina asked about comparing pricing between a few co-ops. Mr. Garelli stated that EJ Equipment is the distribution rep for this product and they compared with other coops. City staff learned about this from Itasca who also purchased the same camera and are very pleased with it. They also bought theirs through a coop. Ald. Catalano asked if the price includes software updates. Mr. Garelli stated there is a separate agreement with the company for that piece, and that this is new equipment with a standard warrantee.



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**VOTE:**

Ald. Catalano made a motion, seconded by Ald. Woods, to authorize the City of Wood Dale to Utilize the Ohio Government Purchasing Cooperative (Ohio STS) and enter into agreement with EJ Equipment for the Procurement of a Sewer Camera with Installation in a not to exceed amount of \$94,833.95. A voice vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino & Woods  
Nays: Ald. E. Wesley  
Abstained: None  
Motion: Carried

**REPORT & RECOMMENDATION:**

RESOLUTION APPROVING CONTRACT BETWEEN CITY OF WOOD DALE & ST AUBIN NURSERY FOR PARKWAY TREE PLANTING

**DISCUSSION:**

An inquiry was made regarding flowering trees being planted. Mr. Lang explained that those trees create a mess, so the City is no longer plant flowering trees. Staff reached out to Acres and they never responded, and they have had success with St. Aubin in the past. There will be 46 trees total planted around town. Ald. Woods asked about the warrantee; Mr. Lang will look into and confirm that it is two years. He noted that staff keeps records of the planting list so they can do regular inspections to determine if they are doing well in the growing season.

Ald. E. Wesley asked that warrantee information be provided for all purchases in the future.

**VOTE:**

Ald. Catalano, made a motion, seconded by Ald. Jakab, to approve A Resolution Approving a Contract between the City of Wood Dale and St. Aubin Nursery for Parkway Tree Planting in a not to exceed amount of \$14,260.00. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, E. Wesley & Woods  
Nays: None  
Abstained: None  
Motion: Carried

**ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:**

- Property Maintenance at the Clock Tower (Messina)
- Benches and trash cans at Clock Tower (Woods)



**ADJOURNMENT:**

The meeting adjourned at 7:46 p.m.

*Minutes taken by Eileen Schultz*





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 26, 2019  
Subject: Clock Tower Final Pay Request  
Staff Contact: Alan Lange, Assistant Public Works Director  
Department: Public Works

**TITLE:** Approval of Final Payment to Copenhaver Construction, Inc. for Construction Management of the NE/NW Corner of Wood Dale Road and Irving Park Road Project in the Amount of \$75,548.67

### **RECOMMENDATION:**

Staff recommends approving final payment to Copenhaver Construction, Inc. for construction of the NE/NW corner of Wood Dale Road and Irving Park Road Project in the amount of \$75,548.67.

### **BACKGROUND:**

Resolution R-17-64 was approved by Council on November 2, 2017 for an agreement between the City of Wood Dale and Copenhaver Construction, Inc. for improvements to the northeast and northwest corners of the Wood Dale Road and Irving Park Road intersection. The project was plagued with issues by no fault of the City which resulted in numerous delays. The project has since been completed and Copenhaver has submitted their final pay request.

### **ANALYSIS:**

The contract was awarded for a not to exceed amount of \$1,362,306.50. Work completed to date totals \$1,385,450.58, however due to the numerous delays the City has the option of assessing liquidated damages as agreed upon in the contract. The total value of liquidated damages to be assessed totals \$130,000. The City may also choose to assess funds for staff time related to resolving issues at the Clock Tower, water usage for a leak detected in the fountains, and a lien filed by Laughing Waters, Inc. a subcontractor of Copenhaver. The City could choose to assess the costs as follows.

Work Completed to Date:	\$1,385,450.58
Previous Payment:	(\$1,161,996.79)
Liquidated Damages:	(\$130,000.00)
Staff Time:	(\$1,651.41)
Water Usage:	(\$5,485.03)
<u>Laughing Waters Lien:</u>	<u>(\$10,768.68)</u>
Total Payment:	\$75,548.67

**DOCUMENTS ATTACHED**

✓ Final Pay Request



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050  
Main 815.385.1778 + Fax 815.385.1781

▷ [HRGREEN.COM](http://HRGREEN.COM)

September 19, 2019

Mr. Alan Lange  
City of Wood Dale – Public Works Director  
720 North Central Avenue  
Wood Dale, Illinois 60191

RE: Clock Tower Improvement Project  
Pay Application Request 6 (Final)

Dear Mr. Lange:

Attached is Pay Application Request 6, for the Clock Tower Improvement Project for work completed by Copenhaver Construction Inc. HR Green recommends this pay estimate in the amount of \$93,453.79 for work completed by Copenhaver Construction Inc.

Application Breakdown

Total Completed to Date	\$1,255,450.58
Retainage	\$0.00
Less Previous Cert. Payment	\$1,161,996.79
<b>Current Payment Due</b>	<b><u>\$93,453.79</u></b>
Balance to Finish, Plus Retainage	\$ 0.00

Copenhaver will provide final waivers upon picking up the check from City Finance. Please place this request for discussion and approval on the next available City Council Meeting.

Sincerely,

HR GREEN, INC.

Justin McKuzes, CPII

Attachments: HR Green Pay Application Request 6 Final  
Copenhaver Invoice # 6  
Change Order 2  
Memo – Construction Timeline and LD's Assessment

cc: Mr. Chuck Polito, Copenhaver Construction Inc.  
Mr. Steve Scanlan, Copenhaver Construction Inc.



Engineer's Payment Estimate

Route: FAU1321 at FAU2652  
 County: DuPage  
 Local Agency: Wood Dale  
 Section: 11-00048-01-L5

Estimate: 6  
 Payable To: Copenhaver Construction  
 Address: 75 Koppie Drive, Gilberts, IL 60136

From 10/22/2018

To 09/19/2019

Item Number	Items Pay Item Description	Awarded		Added Quantity	Deducted Quantity	Completed		
		Quantity	Value			Quantity	Unit Price	Value
1	CONCRETE PAVERS, TYPE 1	820	\$ 18,860.00		60.0	760.00	\$23.00	\$ 17,480.00
2	CONCRETE PAVERS, TYPE 2	308	\$ 5,852.00			308.00	\$19.00	\$ 5,852.00
3	PAVER EDGING	8	\$ 96.00			8.00	\$12.00	\$ 96.00
4	FENCE (SPECIAL), 6 FOOT - INSTALL ONLY	128	\$ 6,400.00			128.00	\$50.00	\$ 6,400.00
5	FENCE (SPECIAL), 5 FOOT	8	\$ 1,600.00			8.00	\$200.00	\$ 1,600.00
6	FENCE (SPECIAL), 4 FOOT	8	\$ 1,600.00			8.00	\$200.00	\$ 1,600.00
7	LIGHTING AND LIGHTING SYSTEM (SPECIAL) DESIGN	1	\$ 11,000.00			1.00	\$11,000.00	\$ 11,000.00
8	LIGHTING AND LIGHTING SYSTEM (SPECIAL) CONSTRUCTION	1	\$ 49,000.00			1.00	\$49,000.00	\$ 49,000.00
9	WATER FEATURE AND WATER FEATURE SYSTEM (SPECIAL) CONSTRUCTION	1	\$ 210,000.00			1.00	\$210,000.00	\$ 210,000.00
10	WATER FEATURE SEATWALLS COMPLETE	1	\$ 119,000.00			1.00	\$119,000.00	\$ 119,000.00
11	RETAINING WALL SEATWALL COMPLETE	1	\$ 31,000.00			1.00	\$31,000.00	\$ 31,000.00
12	LIMESTONE OUTCROPPING STONE	144	\$ 17,280.00			144.00	\$120.00	\$ 17,280.00
13	TREE, AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' (APPLE SERVICEBERRY), 10' HEIGHT MULTI-STEMMED, B/B	7	\$ 4,200.00			7.00	\$600.00	\$ 4,200.00
14	DECIDUOUS SHRUB, HYDRANGEA PANICULATA ILVOBO (BOBO HYDRANGEA), CONTAINER GROWN, #3 (2.9 GAL.)	29	\$ 2,320.00			29.00	\$80.00	\$ 2,320.00
15	EVERGREEN SHRUB, JUNIPERUS CHINENSIS 'SEA GREEN' (JUNIPER), CONTAINER GROWN, #5 (4.2 GAL.)	9	\$ 720.00			9.00	\$80.00	\$ 720.00
16	EVERGREEN SHRUB, PINUS MUGO 'VALLEY CUSHION' (DWARF MOUNTAIN PINE), CONTAINER GROWN, #3 (2.9 GAL.)	96	\$ 8,160.00			96.00	\$85.00	\$ 8,160.00
17	ANNUAL PLANTS, PLUG (TRADITIONAL 36 OR 48 CELL NURSERY FLAT - VOLUME VARIES)	3,182	\$ 19,092.00			3,182.00	\$6.00	\$ 19,092.00
18	PERENNIAL PLANTS, ORNAMENTAL TYPE, #1 (2.55 QT.), ALLIUM 'SUMMER BEAUTY' (SUMMER BEAUTY ONION)	52	\$ 832.00			52.00	\$16.00	\$ 832.00
19	PERENNIAL PLANTS, ORNAMENTAL TYPE, #1 (2.55 QT.), HEMEROCALLIS 'APRICOT SPARKLES' (DAYLILY)	542	\$ 8,672.00			542.00	\$16.00	\$ 8,672.00
20	PERENNIAL PLANTS, ORNAMENTAL TYPE, #1 (2.55 QT.), PANICUM VIRGATUM 'ROTSTRAHLBUSCH' (RED SWITCH GRASS)	22	\$ 352.00			22.00	\$16.00	\$ 352.00
21	PERENNIAL PLANTS, ORNAMENTAL TYPE, #1 (2.55 QT.), PENNISETUM ALOPECUROIDES (FOUNTAIN GRASS)	86	\$ 1,376.00			86.00	\$16.00	\$ 1,376.00
22	PERENNIAL PLANTS, ORNAMENTAL TYPE, #1 (2.55 QT.), PEROVSKIA ATRIPLICIFOLIA (RUSSIAN SAGE)	15	\$ 240.00			15.00	\$16.00	\$ 240.00
23	PERENNIAL PLANTS, ORNAMENTAL TYPE, 10 FLAT (1 PT.), PHLOX SUBULATA 'SNOWFLAKE' (CREEPING PHLOX)	240	\$ 3,840.00			240.00	\$16.00	\$ 3,840.00
24	PERENNIAL PLANTS, ORNAMENTAL TYPE, #1 (2.55 QT.), SPOROBOLUS HETEROLEPIS (PRAIRIE DROPSEED)	205	\$ 2,870.00			205.00	\$14.00	\$ 2,870.00
25	PERENNIAL PLANTS, ORNAMENTAL TYPE, #1 (2.55 QT.), SALVIA NEMOROSA 'MAY NIGHT' (SALVIA)	278	\$ 3,892.00			278.00	\$14.00	\$ 3,892.00
26	BULB, ALLIUM 'GLADIATOR', +20 CM LANDSCAPE GRADE	360	\$ 2,160.00			360.00	\$6.00	\$ 2,160.00
27	BULB, NARCISSUS MIX, +12-16 CM LANDSCAPE GRADE	1,901	\$ 11,406.00			1,901.00	\$6.00	\$ 11,406.00
28	SHREDDED HARDWOOD MULCH	51	\$ 2,295.00		31.0	20.00	\$45.00	\$ 900.00
29	AMENDED SOIL, FURNISH & PLACE	136	\$ 10,200.00		78.0	58.00	\$75.00	\$ 4,350.00
30	MASONRY, EXTERIOR WALLS, 4" CMU INFULL MASONRY BACK-UP TO EXTERIOR WALLS	523	\$ 13,598.00			523.00	\$26.00	\$ 13,598.00
31	MASONRY, EXTERIOR WALLS, 8" CMU INFULL MASONRY BACK-UP TO EXTERIOR WALLS	129	\$ 3,612.00			129.00	\$28.00	\$ 3,612.00
32	MASONRY, EXTERIOR WALLS, 8" STRUCTURAL BRICK MASONRY BACK-UP TO EXTERIOR WALLS	1,160	\$ 37,120.00			1,160.00	\$32.00	\$ 37,120.00
33	MASONRY, EXTERIOR WALLS, FACE BRICK VENEER TO EXTERIOR WALLS	1,215	\$ 17,617.50			1,215.00	\$14.50	\$ 17,617.50
34	LIMESTONE TRIM, EXTERIOR WALLS, LIMESTONE CAP TO EXTERIOR WALLS	136	\$ 40,800.00			136.00	\$300.00	\$ 40,800.00
35	METAL LADDERS, FITTINGS, LADDER, SHOP FABRICATED, ALUMINUM, 20" W INCL CAGE	33	\$ 4,125.00			33.00	\$125.00	\$ 4,125.00
36	WOOD FRAMING AND BLOCKING, ROOF CONSTRUCTION, WOOD RAFTERS	2,305	\$ 6,915.00			2,305.00	\$3.00	\$ 6,915.00
37	WOOD FRAMING AND BLOCKING, ROOF CONSTRUCTION, ROOF FRAMING	3,841	\$ 11,523.00			3,841.00	\$3.00	\$ 11,523.00
38	WOOD FRAMING AND BLOCKING, ROOF CONSTRUCTION, MISC ROUGH CARPENTRY	1	\$ 23,000.00			1.00	\$23,000.00	\$ 23,000.00
39	PLYWOOD SHEATHING, 5/8" PLYWOOD SHEATHING	394	\$ 5,910.00			394.00	\$15.00	\$ 5,910.00
40	BITUMINOUS DAMPPROOFING, VAPOR BARRIER AT SLAB ON GRADE	73	\$ 7,665.00		73.0	0.00	\$105.00	\$ -
41	WATER REPELLENTS, THERMAL AND MOISTURE PROTECTION, MISC THERMAL AND MOISTURE PROTECTION	1	\$ 7,900.00			1.00	\$7,900.00	\$ 7,900.00
42	STANDING SEAM METAL ROOF PANELS, THERMAL AND MOISTURE PROTECTION, METAL PANEL ROOF	276	\$ 7,452.00			276.00	\$27.00	\$ 7,452.00
43	STANDING SEAM METAL ROOF PANELS, THERMAL AND MOISTURE PROTECTION, METAL PANEL FASCIA	44	\$ 1,320.00			44.00	\$30.00	\$ 1,320.00
44	SOFFIT PANELS, ROOF COVERINGS, THERMAL AND MOISTURE PROTECTION, METAL SOFFIT PANEL INCLUDING SUB FRAMING	76	\$ 3,420.00			76.00	\$45.00	\$ 3,420.00
45	HOLLOW METAL SINGLE DOORS, FRAMES & HARDWARE, EXTERIOR DOORS, OPENINGS, SPECIAL ACCESS DOOR WITH KEYED ENTRY AND PANIC HARDWARE	1	\$ 5,500.00			1.00	\$5,500.00	\$ 5,500.00
46	METAL HIDGED SAFETY GRILL, SHOP FABRICATED, ALUMINUM	1	\$ 4,500.00			1.00	\$4,500.00	\$ 4,500.00
47	ELECTRONIC MESSAGE SIGN	4	\$ 44,000.00			4.00	\$11,000.00	\$ 44,000.00
48	LED PANELS, LIGHT STRIP W/STAINLESS STEEL CHANNEL	260	\$ 36,400.00			260.00	\$140.00	\$ 36,400.00
49	LED PANELS, ACRILIC INSERTS	4	\$ 2,000.00			4.00	\$500.00	\$ 2,000.00
50	EXTERIOR CLOCKS, LIGHTING AND BRANCH WIRING, ELECTRICAL, CLOCK LIGHTS	4	\$ 3,000.00			4.00	\$750.00	\$ 3,000.00
51	EXTERIOR CLOCKS, LIGHTING AND BRANCH WIRING, ELECTRICAL, CLOCK WORKS	4	\$ 3,000.00			4.00	\$750.00	\$ 3,000.00
52	SAFETY GRILL ACCESS 3'7" X 2'9"	1	\$ 4,500.00			1.00	\$4,500.00	\$ 4,500.00

53	STRUCTURAL STEEL, FLOOR CONSTRUCTION, METALS, BASE PLATES INCLUDING GROUND, ANCHOR BOLTS	4	\$ 2,000.00			4.00	\$500.00	\$ 2,000.00
54	STRUCTURAL STEEL, FLOOR CONSTRUCTION, METALS, STRUCTURAL STEEL BEAMS AND GIRDERS TO FLOORS - W SECTIONS	33	\$ 3,465.00			33.00	\$105.00	\$ 3,465.00
55	STRUCTURAL STEEL, FLOOR CONSTRUCTION, METALS, 3" DEEP, 18 GAUGE NON-COMPOSITE METAL DECK (SMALL WITH OPENING)	84	\$ 7,980.00			84.00	\$95.00	\$ 7,980.00
56	STRUCTURAL STEEL, ROOF CONSTRUCTION, METALS, STRUCTURAL STEEL COLUMNS CLOCK LEVEL - HSS COLUMNS	24	\$ 2,880.00			24.00	\$120.00	\$ 2,880.00
57	STRUCTURAL STEEL, ROOF CONSTRUCTION, METALS, STRUCTURAL STEEL COLUMNS SUPPORTING ROOF - HSS BEAMS	102	\$ 7,140.00			102.00	\$70.00	\$ 7,140.00
58	STRUCTURAL STEEL, FITTINGS, METALS, MISC METALS	1	\$ 8,000.00			1.00	\$8,000.00	\$ 8,000.00
59	EARTHWORK (STRUCTURE) STANDARD FOUNDATIONS, EXCAVATION TO STANDARD FOUNDATIONS	48	\$ 2,880.00	11.00		59.00	\$60.00	\$ 3,540.00
60	EARTHWORK (STRUCTURE), BACKFILL AND RE-COMPACTION TO STANDARD FOUNDATIONS	32	\$ 3,520.00			32.00	\$110.00	\$ 3,520.00
61	EARTHWORK (STRUCTURE) STANDARD FOUNDATIONS, HAUL SURPLUS STANDARD EXCAVATION SOILS OFF SITE (SMALL CONTRACT)	16	\$ 2,000.00			16.00	\$125.00	\$ 2,000.00
62	EARTHWORK (STRUCTURE) STANDARD FOUNDATIONS, EQUIPMENT/TEMPORARY PROTECTION/GENERAL REQUIREMENTS	1	\$ 4,500.00			1.00	\$4,500.00	\$ 4,500.00
63	EARTHWORK (STRUCTURE), FINE GRADING AT SLAB ON GRADE	73	\$ 730.00			73.00	\$10.00	\$ 730.00
64	EARTHWORK (STRUCTURE), GRANULAR BASE COURSE AT SLAB ON GRADE (SHORT LOAD)	2	\$ 1,200.00			2.00	\$600.00	\$ 1,200.00
65	EARTHWORK (STRUCTURE) FLOOR CONSTRUCTION, TEMPORARY SHORING	1	\$ 1,050.00			1.00	\$1,050.00	\$ 1,050.00
66	PLUMBING, OTHER PLUMBING SYSTEMS, FLOOR DRAIN AND PIPING (SMALL CONTRACT)	1	\$ 14,000.00			1.00	\$14,000.00	\$ 14,000.00
67	ELECTRICAL, ELECTRICAL SERVICE & DISTRIBUTION, DUPLEX RECEPTACLE	2	\$ 2,400.00			2.00	\$1,200.00	\$ 2,400.00
68	ELECTRICAL, ELECTRICAL SERVICE & DISTRIBUTION, CLOCK MOTOR JUNCTION BOX	4	\$ 2,440.00			4.00	\$610.00	\$ 2,440.00
69	ELECTRICAL, ELECTRICAL SERVICE & DISTRIBUTION, FEEDS TO LED PANELS	8	\$ 5,840.00			8.00	\$730.00	\$ 5,840.00
70	ELECTRICAL, ELECTRICAL SERVICE & DISTRIBUTION, POWER TO PANEL	1	\$ 13,000.00			1.00	\$13,000.00	\$ 13,000.00
71	ELECTRICAL, ELECTRICAL SERVICE & DISTRIBUTION, FEED TO POWER PANEL	1	\$ 6,700.00			1.00	\$6,700.00	\$ 6,700.00
72	ELECTRICAL, LIGHTING AND BRANCH WIRING, INTERIOR WALL SCONCE	4	\$ 6,800.00			4.00	\$1,700.00	\$ 6,800.00
73	ELECTRICAL, LIGHTING AND BRANCH WIRING, SINGLE POLE SWITCH	4	\$ 1,600.00			4.00	\$400.00	\$ 1,600.00
74	ELECTRICAL, LIGHTING AND BRANCH WIRING, BRANCH WIRING	30	\$ 690.00			30.00	\$23.00	\$ 690.00
75	ELECTRICAL, COMMUNICATIONS & SECURITY, COMMUNICATIONS CONDUIT TO TOWER	1	\$ 1,910.00	1.0	0.00		\$1,910.00	\$ -
76	ELECTRICAL, COMMUNICATIONS & SECURITY, TELEPHONE CAT 5	3	\$ 690.00	3.0	0.00		\$230.00	\$ -
77	ELECTRICAL, COMMUNICATIONS & SECURITY, TELEPHONE	3	\$ 1,200.00	3.0	0.00		\$400.00	\$ -
78	ELECTRICAL, EXTERIOR LED RECESSED WALL WASHER	4	\$ 7,600.00			4.00	\$1,900.00	\$ 7,600.00
79	CONCRETE STRUCTURES, STANDARD FOUNDATIONS, EXISTING CONDITIONS, FOUNDATION PERIMETER DRAIN	68	\$ 2,040.00			68.00	\$30.00	\$ 2,040.00
80	CONCRETE STRUCTURES, STANDARD FOUNDATIONS, CONCRETE, FORMWORK TO FOUNDATION WALL	464	\$ 6,960.00			464.00	\$15.00	\$ 6,960.00
81	CONCRETE STRUCTURES, STANDARD FOUNDATIONS, CONCRETE, BAR REINFORCING TO FOUNDATION WALL	1.5	\$ 1,800.00			1.50	\$1,200.00	\$ 1,800.00
82	CONCRETE STRUCTURES, STANDARD FOUNDATIONS, CONCRETE, 4000 PSI CONCRETE TO FOUNDATION WALL	16	\$ 12,800.00			16.00	\$800.00	\$ 12,800.00
83	CONCRETE STRUCTURES, STANDARD FOUNDATIONS, CONCRETE, BAR REINFORCING TO MAT FOUNDATION	2	\$ 8,000.00			2.00	\$4,000.00	\$ 8,000.00
84	CONCRETE STRUCTURES, STANDARD FOUNDATIONS, CONCRETE, 4000 PSI CONCRETE TO MAT FOUNDATIONS	15	\$ 15,000.00			15.00	\$1,000.00	\$ 15,000.00
85	CONCRETE STRUCTURES, SLAB ON GRADE, CONCRETE, WWF REINFORCING TO SLAB ON GRADE	73	\$ 1,095.00			73.00	\$15.00	\$ 1,095.00
86	CONCRETE STRUCTURES, SLAB ON GRADE, CONCRETE, BAR REINFORCING TO SLAB ON GRADE	0.16	\$ 2,400.00			0.16	\$15,000.00	\$ 2,400.00
87	CONCRETE STRUCTURES, SLAB ON GRADE, CONCRETE, 4000 PSI CONCRETE TO SLAB ON GRADE (SHORT LOAD)	2	\$ 2,200.00			2.00	\$1,100.00	\$ 2,200.00
88	CONCRETE STRUCTURES, SLAB ON GRADE, CONCRETE, TROWEL AND FINISH SLAB ON GRADE	73	\$ 1,387.00			73.00	\$19.00	\$ 1,387.00
89	CONCRETE STRUCTURES, FLOOR CONSTRUCTION, CONCRETE, EDGE FORM TO SUSPENDED CONCRETE FLOOR SLABS	76	\$ 1,444.00			76.00	\$19.00	\$ 1,444.00
90	CONCRETE STRUCTURES, FLOOR CONSTRUCTION, CONCRETE, 6" X 6" WWF REINFORCING TO CONCRETE SLAB ON METAL DECK FLOORS	84	\$ 1,596.00			84.00	\$19.00	\$ 1,596.00
91	CONCRETE STRUCTURES, FLOOR CONSTRUCTION, CONCRETE, BAR REINFORCING TO SLAB ON METAL DECK FLOORS	0.18	\$ 1,080.00			0.18	\$6,000.00	\$ 1,080.00
92	CONCRETE STRUCTURES, FLOOR CONSTRUCTION, CONCRETE, 3500 PSI NORMAL WIEGHT CONCRETE TO SLAB ON METAL DECK FLOORS (SHORT LOAD)	2	\$ 3,000.00			2.00	\$1,500.00	\$ 3,000.00
93	CONCRETE STRUCTURES, FLOOR CONSTRUCTION, CONCRETE, TROWEL AND FINISH CONCRETE SLAB ON METAL DECK FLOORS	84	\$ 1,596.00			84.00	\$19.00	\$ 1,596.00
94	SUBMITTAL EXCHANGE	1	\$ 2,300.00			1.00	\$2,300.00	\$ 2,300.00
95	IRRIGATION SYSTEM COMPLETE	1	\$ 38,000.00			1.00	\$38,000.00	\$ 38,000.00
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	10	\$ 900.00	5.00		15.00	\$90.00	\$ 1,350.00
20101000	TEMPORARY FENCE	198	\$ 396.00		6.0	192.00	\$2.00	\$ 384.00
20101200	TREE ROOT PRUNING	5	\$ 150.00		2.0	3.00	\$30.00	\$ 90.00
20200100	EARTH EXCAVATION	120	\$ 5,880.00			120.00	\$49.00	\$ 5,880.00
20201200	REMOVAL OF UNSUITABLE MATERIAL	94	\$ 4,230.00			94.00	\$45.00	\$ 4,230.00
21101615	TOPSOIL FURNISH AND PLACE 4"	427	\$ 2,562.00			427.00	\$6.00	\$ 2,562.00
28000250	TEMPORARY EROSION CONTROL SEEDING	9	\$ 9.00		9.0	0.00	\$1.00	\$ -
28000400	PERIMETER EROSION BARRIER	270	\$ 810.00		13.0	257.00	\$3.00	\$ 771.00



Engineer's Payment Estimate

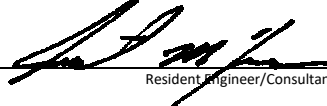
Route: FAU1321 at FAU2652  
 County: DuPage  
 Local Agency: Wood Dale  
 Section: 11-00048-01-L5

28000510	INLET FILTERS	2	\$ 60.00		2.0	0.00	\$30.00	\$ -
35101500	AGGREGATE BASE COURSE, TYPE B	47	\$ 1,645.00			47.00	\$35.00	\$ 1,645.00
60266600	VALVE VAULT TO BE ADJUSTED	1	\$ 600.00			1.00	\$600.00	\$ 600.00
66900200	NON-SPECIAL WASTE DISPOSAL	125	\$ 13,000.00	86.25		211.25	\$104.00	\$ 21,970.00
66900450	SPECIAL WASTE PLANS AND REPORT	1	\$ 9,500.00			1.00	\$9,500.00	\$ 9,500.00
66900530	SOIL DISPOSAL ANALYSIS	2	\$ 4,000.00			2.00	\$2,000.00	\$ 4,000.00
67100100	MOBILIZATION	1	\$ 83,000.00			1.00	\$83,000.00	\$ 83,000.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	1	\$ 89,000.00			1.00	\$89,000.00	\$ 89,000.00
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	1	\$ 200.00			1.00	\$200.00	\$ 200.00
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	1	\$ 200.00			1.00	\$200.00	\$ 200.00
81702290	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2/C NO. 2	650	\$ 3,250.00			650.00	\$5.00	\$ 3,250.00
X0100003	CLEARING AND GRUBBING	1,658	\$ 4,974.00			1,658.00	\$3.00	\$ 4,974.00
X0322924	RETAINING WALL REMOVAL	517	\$ 7,755.00	16.80		533.80	\$15.00	\$ 8,007.00
X0323407	FLAG POLE	1	\$ 4,500.00			1.00	\$4,500.00	\$ 4,500.00
X0326806	WASHOUT BASIN	1	\$ 2,300.00		1.0	0.00	\$2,300.00	\$ -
X2130010	EXPLORATION TRENCH, SPECIAL	80	\$ 1,200.00		80.0	0.00	\$15.00	\$ -
X2520700	SODDING, SPECIAL	427	\$ 3,843.00	168.00		595.00	\$9.00	\$ 5,355.00
X4240430	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	653	\$ 7,183.00			653.00	\$11.00	\$ 7,183.00
X4404700	SIDEWALK REMOVAL (SPECIAL)	802	\$ 2,406.00	38.60		840.60	\$3.00	\$ 2,521.80
X6640200	TEMPORARY CHAIN LINK FENCE	958	\$ 5,748.00		141.0	817.00	\$6.00	\$ 4,902.00
Z0013798	CONSTRUCTION LAYOUT	1	\$ 15,000.00			1.00	\$15,000.00	\$ 15,000.00
Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	\$ 16,000.00			1.00	\$16,000.00	\$ 16,000.00
Z0076600	TRAINEES	500	\$ 400.00		500.0	0.00	\$0.80	\$ -
Z0076604	TRAINEES TRAINING PROGRAM GRADUATE	500	\$ 7,500.00		500.0	0.00	\$15.00	\$ -

Total Award Values \$ 1,362,306.50

\$ 1,341,750.30

Authorization	Miscellaneous Extras and Credits Description	Value		Completed
		Added	Deducted	
1	Colored PCC For Foundation Walls	\$ 6,000.00		\$ 6,000.00
2	AUP-3 Leaf Logo	\$ 3,410.00		\$ 3,410.00
2	AUP-5 Panel Difference	\$ 26,346.63		\$ 26,346.63
2	AUP-7 New Meter Location	\$ 3,169.63		\$ 3,169.63
2	Paint Block Behind Panels	\$ 3,817.65		\$ 3,817.65
2	Rejected Non-Special Waste	\$ 956.37		\$ 956.37
2	2018 Liquidated Damages		\$ 52,000.00	\$ (52,000.00)
2	2019 Liquidated Damages		\$ 78,000.00	\$ (78,000.00)
	Misc. Extras and Credits			\$ (86,299.72)

Signed:   
 Resident Engineer/Consultant

Approved: \_\_\_\_\_  
 Local Agency

\_\_\_\_\_  
 Title

Total Completed Value to Date \$ 1,255,450.58  
 (Deduct) Value of Work Paid to Date \$ 1,161,996.79  
 Retention Less 10% \$ -  
 Net Amount Due This Estimate \$ 93,453.79

Invoice: 6 9/18/2019

Total Completed to Date \$ 1,385,450.58

Total Retention Held 0% \$ -

Amount Previously Paid \$ 1,161,996.79

**Copenhaver Construction, Inc.**  
**75 Koppie Drive**  
**Gilberts, IL 60136**

**City of Wood Dale**  
**404 N Wood Dale Road**  
**Wood Dale, IL. 60191**

**Amount Due This Payment ==>> \$ 223,453.79**

**Project: Wood Dale Clock Tower**

ITEM NO.	Code	ITEM	UNITS	Total		TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
				Plan Qty	UNIT PRICE		Amount	Qty	Amount	Qty	Amount	Qty
1		CONCRETE PAVERS, TYPE 1	SQ FT	820	\$ 23.00	\$ 18,860.00		\$ -	760.00	\$ 17,480.00	760.00	\$17,480.00
2		CONCRETE PAVERS, TYPE 2	SQ FT	308	\$ 19.00	\$ 5,852.00		\$ -	308.00	\$ 5,852.00	308.00	\$5,852.00
3		PAVER EDGING	FOOT	8	\$ 12.00	\$ 96.00		\$ -	8.00	\$ 96.00	8.00	\$96.00
4		FENCE (SPECIAL), 6 FOOT - INSTALL ONLY	FOOT	128	\$ 50.00	\$ 6,400.00		\$ -	128.00	\$ 6,400.00	128.00	\$6,400.00
5		FENCE (SPECIAL), 5 FOOT	FOOT	8	\$ 200.00	\$ 1,600.00		\$ -	8.00	\$ 1,600.00	8.00	\$1,600.00
6		FENCE (SPECIAL), 4 FOOT	FOOT	8	\$ 200.00	\$ 1,600.00		\$ -	8.00	\$ 1,600.00	8.00	\$1,600.00
7		LIGHTING AND LIGHTING SYSTEM (SPECIAL) DESIGN	L-SUM	1	\$ 11,000.00	\$ 11,000.00		\$ -	1.00	\$ 11,000.00	1.00	\$11,000.00
8		LIGHTING AND LIGHTING SYSTEM (SPECIAL) CONSTRUCTION	L-SUM	1	\$ 49,000.00	\$ 49,000.00		\$ -	1.00	\$ 49,000.00	1.00	\$49,000.00
9		WATER FEATURE AND WATER SYSTEM (SPECIAL) CONSTRUCTION	L-SUM	1	\$ 210,000.00	\$ 210,000.00		\$ -	1.00	\$ 210,000.00	1.00	\$210,000.00
10		WATER FEATUR SEATWLL COMPLETE	L-SUM	1	\$ 119,000.00	\$ 119,000.00		\$ -	1.00	\$ 119,000.00	1.00	\$119,000.00
11		RETAINING WALL SEATWALL COMPLETE	L-SUM	1	\$ 31,000.00	\$ 31,000.00		\$ -	1.00	\$ 31,000.00	1.00	\$31,000.00
12		LIMESTONE OUTCROPPING STONE	EACH	144	\$ 120.00	\$ 17,280.00		\$ -	144.00	\$ 17,280.00	144.00	\$17,280.00
13		TREE AMELANCHIER X GRANDIFLORA AUTUMN BRILLIANCE (APPLE SERVEBERRY), 10'Height	EACH	7	\$ 600.00	\$ 4,200.00	2.50	\$ 1,500.00	4.50	\$ 2,700.00	7.00	\$4,200.00
14		DECIDUOUS SHRUB, HYDRANCEA PANICULATA ILVOBO (BOBO HYDRANGEA) CONTAINER GROWM 3 GAL	EACH	29	\$ 80.00	\$ 2,320.00		\$ -	29.00	\$ 2,320.00	29.00	\$2,320.00
15		EVERGREEN SHRUB JUNIPERUS CHINENSIS SEA GREEN (JUNIPERUS) CONTAINER GROWN 5 GAL	EACH	9	\$ 80.00	\$ 720.00		\$ -	9.00	\$ 720.00	9.00	\$720.00
16		EVERGREEN SHRUB JUNIPERUS , PINUS MUGO VALLEY CUSH(JUNIPERUS) CONTAINER GROWN 5 GAL	EACH	96	\$ 85.00	\$ 8,160.00		\$ -	96.00	\$ 8,160.00	96.00	\$8,160.00
17		ANNUAL PLANTS, PLUG (TRADITIONAL, 36 OR 48 CELL NURSERY, FLAT-VOLUMN VARIES)	EACH	3,182	\$ 6.00	\$ 19,092.00	3182.00	\$ 19,092.00		\$ -	3182.00	\$19,092.00
18		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), ALLUMN SUMMEER BEAUTY (SUMMER BEAUTY ONION)	EACH	52	\$ 16.00	\$ 832.00		\$ -	52.00	\$ 832.00	52.00	\$832.00
19		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), HEMEROCALLUS APRICOT SPARKES DAYLILY	EACH	542	\$ 16.00	\$ 8,672.00		\$ -	542.00	\$ 8,672.00	542.00	\$8,672.00
20		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), PANICUM VIRGATUM ROTSTRAHL BUSCH RED SWITCH GRASS	EACH	22	\$ 16.00	\$ 352.00		\$ -	22.00	\$ 352.00	22.00	\$352.00
21		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), PENNISETUM ALOPECUROIDES FOUNTAIN GRASS	EACH	86	\$ 16.00	\$ 1,376.00		\$ -	86.00	\$ 1,376.00	86.00	\$1,376.00
22		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE	EACH	15	\$ 16.00	\$ 240.00		\$ -	15.00	\$ 240.00	15.00	\$240.00
23		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), PHLOX SUBULATA SNOWFLAKE CREEPING PHLOX	EACH	240	\$ 16.00	\$ 3,840.00		\$ -	240.00	\$ 3,840.00	240.00	\$3,840.00
24		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), SPOROBUS HETEROLEPIS PRAIRIE DROPSEED	EACH	205	\$ 14.00	\$ 2,870.00		\$ -	205.00	\$ 2,870.00	205.00	\$2,870.00
25		PERENNIAL PLANTS, ORNAMENT TYPE, #1 (2.55 QT), SALVIA NEMOROSA MAY NIGHT SALVIA	EACH	278	\$ 14.00	\$ 3,892.00		\$ -	278.00	\$ 3,892.00	278.00	\$3,892.00
26		BULB ALLUIM GLADIATOR 20 CM LANDSCAPE GRADE	EACH	360	\$ 6.00	\$ 2,160.00		\$ -	360.00	\$ 2,160.00	360.00	\$2,160.00
27		BULB NARCISSUS MIX 12-18 CM LANDSCAPE GRADE	EACH	1,901	\$ 6.00	\$ 11,406.00		\$ -	1901.00	\$ 11,406.00	1901.00	\$11,406.00
28		SHREDDED HARDWOOD MULCH	CU YD	51	\$ 45.00	\$ 2,295.00		\$ -	20.00	\$ 900.00	20.00	\$900.00
29		AMENDED SOIL FURNISH AND PLACE	CU YD	136	\$ 75.00	\$ 10,200.00		\$ -	58.00	\$ 4,350.00	58.00	\$4,350.00
30		MASONRY, EXTERIOR WALLS 4" CMU INFILL MASONRY BACK-UP TO EXTERIOR WALLS	SQ FT	523	\$ 26.00	\$ 13,598.00		\$ -	523.00	\$ 13,598.00	523.00	\$13,598.00
31		MASONRY, EXTERIOR WALLS 6" CMU INFILL MASONRY BACK-UP TO EXTERIOR WALLS	SQ FT	129	\$ 28.00	\$ 3,612.00		\$ -	129.00	\$ 3,612.00	129.00	\$3,612.00
32		MASONRY, EXTERIOR WALLS 8"CMU INFILL MASONRY BACK-UP TO EXTERIOR WALLS	SQ FT	1,160	\$ 32.00	\$ 37,120.00		\$ -	1160.00	\$ 37,120.00	1160.00	\$37,120.00

Invoice: 6 9/18/2019

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Total Retention Held 0% \$ -

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**Gilberts, IL 60136**

**City of Wood Dale**  
**404 N Wood Dale Road**  
**Wood Dale, IL. 60191**

**Amount Due This Payment ==>> \$ 223,453.79**

**Project: Wood Dale Clock Tower**

ITEM NO.	Code	ITEM	UNITS	Total		TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
				Plan Qty	UNIT PRICE		Amount	Qnt	Amount	Qnt	Amount	Qnt
33		MASONRY, EXTERIOR WALLS FACE BRICK VENEER TO EXTERIOR WALLS	SQ FT	1,215	\$ 14.50	\$ 17,617.50		\$ -	1215.00	\$ 17,617.50	1215.00	\$17,617.50
34		LIMESTONE TRIM EXTERIOR WALLS LIMESTONE CAP TO EXTERIOR WALLS	FOOT	136	\$ 300.00	\$ 40,800.00		\$ -	136.00	\$ 40,800.00	136.00	\$40,800.00
35		METAL LADDERS FITTINGS LADDER SHOP FABRICATED ALUMINUM	FOOT	33	\$ 125.00	\$ 4,125.00		\$ -	33.00	\$ 4,125.00	33.00	\$4,125.00
36		WOOD FRAMMING AND BLOCKING ROOF CONSTRUCTION WOOD RAFTERS	FOOT	2,305	\$ 3.00	\$ 6,915.00		\$ -	2305.00	\$ 6,915.00	2305.00	\$6,915.00
37		WOOD FRAMMING AND BLOCKING ROOF CONSTRUCTION ROOF FRAME	BOARD FOOT	3,841	\$ 3.00	\$ 11,523.00		\$ -	3841.00	\$ 11,523.00	3841.00	\$11,523.00
38		WOOD FRAMMING AND BLOCKING ROOF CONSTRUCTION MISC ROUGH CARPENTRY	L-SUM	1	\$ 23,000.00	\$ 23,000.00		\$ -	1.00	\$ 23,000.00	1.00	\$23,000.00
39		PLYWOOD SHEATING 5/8" PLYWOOD SHEATING	SQ FT	394	\$ 15.00	\$ 5,910.00		\$ -	394.00	\$ 5,910.00	394.00	\$5,910.00
40		BITUMINOUS DAMPPROOFING VAPOR BARRIER AT SLAB ON GRADE	SQ FT	73	\$ 105.00	\$ 7,665.00		\$ -		\$ -	0.00	\$0.00
41		WATER REPELLENTS, TERMAL AND MOSTURE PROTECTION MIS. THERIMAL AND MOISTURE	L-SUM	1	\$ 7,900.00	\$ 7,900.00		\$ -	1.00	\$ 7,900.00	1.00	\$7,900.00
42		STANDARED SEAM METAL ROOF PANELS, THERIMAL AND MOSTURE PROTECTION, METAL PANEL ROOF	SQ FT	276	\$ 27.00	\$ 7,452.00		\$ -	276.00	\$ 7,452.00	276.00	\$7,452.00
43		STANDARED SEAM METAL ROOF PANELS, THERIMAL AND MOSTURE PROTECTION, METAL PANEL FASICA	FOOT	44	\$ 30.00	\$ 1,320.00		\$ -	44.00	\$ 1,320.00	44.00	\$1,320.00
44		SOFFIT PANELS, ROOF COVERING, THERIMAL AND MOSTURE PROTECTION, METAL SOFFIT PANEL INCLUDING SUB FRAMING	SQ FT	76	\$ 45.00	\$ 3,420.00		\$ -	76.00	\$ 3,420.00	76.00	\$3,420.00
45		HOLLOW METAL SINGLE DOORS, FRAMES & HARDWARE, EXTERIOR DOORS, OPENINGS, SPECIAL ACCES DOOR WITH KEYED ENTRY AND PANIC HAREWARE	EACH	1	\$ 5,500.00	\$ 5,500.00		\$ -	1.00	\$ 5,500.00	1.00	\$5,500.00
46		METAL HIODGED SAFETY GRILL, SHOP FABRICATED, ALUMINUM	EACH	1	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ -	1.00	\$4,500.00
47		ELECTRONIC MESSAGE SIGN	EACH	4	\$ 11,000.00	\$ 44,000.00		\$ -	4.00	\$ 44,000.00	4.00	\$44,000.00
48		LED PANELS, LIGHT STRIP W/STAINLESS STEEL CHANNEL	FOOT	260	\$ 140.00	\$ 36,400.00		\$ -	260.00	\$ 36,400.00	260.00	\$36,400.00
49		LED PANELS, ACRUC INSERTS	EACH	4	\$ 500.00	\$ 2,000.00		\$ -	4.00	\$ 2,000.00	4.00	\$2,000.00
50		EXTERIOR CLOCKS, LIGHTING AND BRANCH WRING, ELECTRICAL CLOCK LIGHTS	EACH	4	\$ 750.00	\$ 3,000.00		\$ -	4.00	\$ 3,000.00	4.00	\$3,000.00
51		EXTERIOR CLOCKS, LIGHTING AND BRANCH WRING, ELECTRICAL CLOCK WORKS	EACH	4	\$ 750.00	\$ 3,000.00		\$ -	4.00	\$ 3,000.00	4.00	\$3,000.00
52		SAFETY GRILL ACCESS 3'7"X2'9"	EACH	1	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	\$ 4,500.00	1.00	\$4,500.00
53		STRUCTURAL STEEL, FLOOR CONSTRUCTION, METALS, BASE PLATES INCLUDING GROUND ANCHOR BOLTS	EACH	4	\$ 500.00	\$ 2,000.00		\$ -	4.00	\$ 2,000.00	4.00	\$2,000.00
54		STRUCTURAL STEEL, FLOOR CONSTRUCTION, METALS, STRUCTURAL STEEL BEAMS AND GIRDERS TO FLOORS-W SECTIONS	FOOT	33	\$ 105.00	\$ 3,465.00		\$ -	33.00	\$ 3,465.00	33.00	\$3,465.00
55		STRUCTURAL STEEL, FLOOR CONSTRUCTION 3" DEEP 18, NON-COMPOSITE METAL DECK (SMALLWITH OPENING	SQ FT	84	\$ 95.00	\$ 7,980.00		\$ -	84.00	\$ 7,980.00	84.00	\$7,980.00
56		STRUCTURE STEEL ROOF CONSTRUCTION METALS STRUCTURAL STEEL COLUMNS CLOCK LEVEL-HSS COLUMNS	FOOT	24	\$ 120.00	\$ 2,880.00		\$ -	24.00	\$ 2,880.00	24.00	\$2,880.00
57		STRUCTURAL STEEL, ROOF CONSTRUCTION METALS STRUCTURAL STEEL COLUMNS SUPPORTING ROOF-HSS BEANS	FOOT	102	\$ 70.00	\$ 7,140.00		\$ -	102.00	\$ 7,140.00	102.00	\$7,140.00
58		STRUCTURAL STEEL FITTINGS METALS MISC METALS	L-SUM	1	\$ 8,000.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00	1.00	\$8,000.00
59		EARTHWORK (STRUCTURE) STANDARD FOUNDATION EXCAVATION TO STANDARD FOUNTATIONS	CU YD	48	\$ 60.00	\$ 2,880.00		\$ -	59.00	\$ 3,540.00	59.00	\$3,540.00
60		EARTHWORK (STRUCTURE) BACKFILL AND RE-COMPACTION TO STANDARD FOUNDATION	CU YD	32	\$ 110.00	\$ 3,520.00		\$ -	32.00	\$ 3,520.00	32.00	\$3,520.00
61		EARTHWORK (STRUCTURE) STANDARD FOUNDATION HAUL SURPLUS STANDARD EXCAVATION SOILS OFF SITE (SMALL CONTRACT)	CU YD	16	\$ 125.00	\$ 2,000.00		\$ -	16.00	\$ 2,000.00	16.00	\$2,000.00



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**Project: Wood Dale Clock Tower**

ITEM NO.	Code	ITEM	UNITS	Total		TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
				Plan Qty	UNIT PRICE		Amount	Qnt	Amount	Qnt	Amount	Qnt
62		EARTHWORK (STRUCTURE) STANDARD FOUNDATION EQUIPMENT/TEMPORARY PROTECTION/GENERAL REQUIREMENTS	L-SUM	1	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	\$ 4,500.00	1.00	\$4,500.00
63		EARTHWORK (STRUCTURE), FINE GRADING AT SLAB ON GRADE	SQ FT	73	\$ 10.00	\$ 730.00		\$ -	73.00	\$ 730.00	73.00	\$730.00
64		EARTHWORK(STRUCTURE), GRANDULAR BASE COURSE AT SLAB ON GRADE (SHORT LOAD)	CU YD	2	\$ 600.00	\$ 1,200.00		\$ -	2.00	\$ 1,200.00	2.00	\$1,200.00
65		EARTHWORK (STRUCTURE), FLOOR CONSTRUCTION, TEMPORARY SHORING	EACH	1	\$ 1,050.00	\$ 1,050.00		\$ -	1.00	\$ 1,050.00	1.00	\$1,050.00
66		PLUMBING OTHER PLUMBING SYSTEM FLOOR DRAIN AND PIPING (SMALL CONTRACT)	L-SUM	1	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	1.00	\$14,000.00
67		ELECTRICAL ELECTRICAL SERVICE & DISTRIBUTION DUPLEX RECEPTACLE	EACH	2	\$ 1,200.00	\$ 2,400.00		\$ -	2.00	\$ 2,400.00	2.00	\$2,400.00
68		ELECTRICAL ELECTRICAL SERVICE & DISTRIBUTION CLOCK MOTOR JUNCTION BOX	EACH	4	\$ 610.00	\$ 2,440.00		\$ -	4.00	\$ 2,440.00	4.00	\$2,440.00
69		ELECTRICAL ELECTRICAL SERVICE & DISTRIBUTION FEEDS TO LED PANELS	EACH	8	\$ 730.00	\$ 5,840.00	6.00	\$ 4,380.00	2.00	\$ 1,460.00	8.00	\$5,840.00
70		ELECTRICAL ELECTRICAL SERVICE & DISTRIBUTION POWER TO PANEL	EACH	1	\$ 13,000.00	\$ 13,000.00		\$ -	1.00	\$ 13,000.00	1.00	\$13,000.00
71		ELECTRICAL ELECTRICAL SERVICE & DISTRIBUTION FEED TO POWER PANEL	EACH	1	\$ 6,700.00	\$ 6,700.00		\$ -	1.00	\$ 6,700.00	1.00	\$6,700.00
72		ELECTRICAL LIGHTING AND BRANCH WIRING INTERIOR WALL SCONCE	EACH	4	\$ 1,700.00	\$ 6,800.00		\$ -	4.00	\$ 6,800.00	4.00	\$6,800.00
73		ELECTRICAL LIGHTING AND BRANCH WIRING SINGLE POLE SWITCH	EACH	4	\$ 400.00	\$ 1,600.00		\$ -	4.00	\$ 1,600.00	4.00	\$1,600.00
74		ELECTRICAL LIGHTING AND BRANCH WIRING BRANCH WIRING	FOOT	30	\$ 23.00	\$ 690.00		\$ -	30.00	\$ 690.00	30.00	\$690.00
75		ELECTRICAL COMMUNICATIONS & SECURITY, COMMUNICATION CONDUIT TO TOWER	EACH	1	\$ 1,910.00	\$ 1,910.00	-1.00	\$ (1,910.00)	1.00	\$ 1,910.00	0.00	\$0.00
76		ELECTRICAL COMMUNICATIONS & SECURITY, TELEPHONE CABLE CAT 5	EACH	3	\$ 230.00	\$ 690.00	-3.00	\$ (690.00)	3.00	\$ 690.00	0.00	\$0.00
77		ELECTRICAL COMMUNICATIONS & SECURITY, TELEPHONE OUTLET	FOOT	3	\$ 400.00	\$ 1,200.00	-3.00	\$ (1,200.00)	3.00	\$ 1,200.00	0.00	\$0.00
78		ELECTRICAL EXTERIOR LED RECESSED WALL WASHER	EACH	4	\$ 1,900.00	\$ 7,600.00		\$ -	4.00	\$ 7,600.00	4.00	\$7,600.00
79		PERIMETER DRAIN	FOOT	68	\$ 30.00	\$ 2,040.00		\$ -	68.00	\$ 2,040.00	68.00	\$2,040.00
80		CONCRETE STRUCTURES STANDARD FOUNDATIONS CONCRETE FORMWORK TO FOUNDATION WALL	SQ FT	464	\$ 15.00	\$ 6,960.00		\$ -	464.00	\$ 6,960.00	464.00	\$6,960.00
81		CONCRETE STRUCTURES STANDARD FOUNDATIONS CONCRETE BAR REINFORCING TO FOUNDATION WALL	TON	1.5	\$ 1,200.00	\$ 1,800.00		\$ -	1.50	\$ 1,800.00	1.50	\$1,800.00
82		CONCRETE STRUCTURES STANDARD FOUNDATIONS CONCRETE 4000 PSI CONCRETE TO FOUNTATION WALL	CU YD	16.0	\$ 800.00	\$ 12,800.00		\$ -	16.00	\$ 12,800.00	16.00	\$12,800.00
83		CONCRETE STRUCTURES STANDARD FOUNDATIONS CONCRETE BAR REINFORCING TO MAT FOUNTATION	TON	2	\$ 4,000.00	\$ 8,000.00		\$ -	2.00	\$ 8,000.00	2.00	\$8,000.00
84		CONCRETE STRUCTURES STANDARD FOUNDATIONS CONCRETE 4000 PSI CONCRETE TO MAT FOUNTATIONS	CU YD	15.0	\$ 1,000.00	\$ 15,000.00		\$ -	15.00	\$ 15,000.00	15.00	\$15,000.00
85		CONCRETE STRUCTURES STANDARD FOUNDATIONS CONCRETE FORMWORK TO FOUNDATION WALL	SQ FT	73	\$ 15.00	\$ 1,095.00		\$ -	73.00	\$ 1,095.00	73.00	\$1,095.00
86		CONCRETE STRUCTURES SLAB ON GRADE CONCRETE WWF REINFORCING TO SLAB ON GRADE	TON	0.16	\$ 15,000.00	\$ 2,400.00		\$ -	0.16	\$ 2,400.00	0.16	\$2,400.00
87		CONCRETE STRUCTURES SLAB ON GRADE CONCRETE BAR REINFOCEING TO SLAB ON GRADE	CU YD	2	\$ 1,100.00	\$ 2,200.00		\$ -	2.00	\$ 2,200.00	2.00	\$2,200.00

Invoice: 6 9/18/2019

Total Completed to Date \$ 1,385,450.58

Total Retention Held 0% \$ -

Amount Previously Paid \$ 1,161,996.79

**Copenhaver Construction, Inc.**  
**75 Koppie Drive**  
**Gilberts, IL 60136**

**City of Wood Dale**  
**404 N Wood Dale Road**  
**Wood Dale, IL. 60191**

**Amount Due This Payment ==>> \$ 223,453.79**

**Project: Wood Dale Clock Tower**

ITEM NO.	Code	ITEM	UNITS	Total		TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
				Plan Qty	UNIT PRICE		Amount	Qnt	Amount	Qnt	Amount	Qnt
88		CONCRETE STRUCTURES SLAB ON GRADE CONCRETE TROWEL AND FINISH SLAB ON GRADE	SQ FT	73	\$ 19.00	\$ 1,387.00		\$ -	73.00	\$ 1,387.00	73.00	\$1,387.00
89		CONCRETE STRUCTURES FLOOR CONSTRUCTION CONCRET, EDGE FORM TO SUSPENDE CONCRETE FLOOR SLABS	SQ FT	76	\$ 19.00	\$ 1,444.00		\$ -	76.00	\$ 1,444.00	76.00	\$1,444.00
90		CONCRETE STRUCTURES FLOOR CONSTRUCTION CONCRETE 6"X 6" WWF REINFORCING TO CONCRETE SLAB ON METAL DECK FLOOR	SQ FT	84	\$ 19.00	\$ 1,596.00		\$ -	84.00	\$ 1,596.00	84.00	\$1,596.00
91		CONCRETE STRUCTURES FLOOR CONSTRUCTION CONCRETE BAR REINFORCING TO SLAB ON METAL DECK FLOORS	TON	0.18	\$ 6,000.00	\$ 1,080.00		\$ -	0.18	\$ 1,080.00	0.18	\$1,080.00
92		CONCRETE STRUCTURES FLOOR CONSTRUCTION CONCRETE 3500 PSI NORMAL WEIGHT CONCRETE TO SLAB ON METAL DECK FLOORS (SHORT LOAD)	CU YD	2	\$ 1,500.00	\$ 3,000.00		\$ -	2.00	\$ 3,000.00	2.00	\$3,000.00
93		CONCRTE STRUCTURES FLOOR CONSTRUCTION CONCRETE TROWEL AND FINISH CONCRETE SLAB ON METAL DECK FLOORS	SQ FT	84	\$ 19.00	\$ 1,596.00		\$ -	84.00	\$ 1,596.00	84.00	\$1,596.00
94		SUBMITTAL EXCHANGE	EACH	1	\$ 2,300.00	\$ 2,300.00		\$ -	1.00	\$ 2,300.00	1.00	\$2,300.00
95		IRRIGATION SYSTEM COMPLETE	L-SUM	1	\$ 38,000.00	\$ 38,000.00		\$ -	1.00	\$ 38,000.00	1.00	\$38,000.00
96	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNITS	10	\$ 90.00	\$ 900.00		\$ -	15.00	\$ 1,350.00	15.00	\$1,350.00
97	20101000	TEMPORARY FENCE	FOOT	198	\$ 2.00	\$ 396.00		\$ -	192.00	\$ 384.00	192.00	\$384.00
98	20101200	TREE ROOT PRUNING	EACH	5	\$ 30.00	\$ 150.00		\$ -	3.00	\$ 90.00	3.00	\$90.00
99	20200100	EARTH EXCAVATION	CU YD	120	\$ 49.00	\$ 5,880.00		\$ -	120.00	\$ 5,880.00	120.00	\$5,880.00
100	20201200	REMOVAL OF UNSUITABLE MATERIAL	CU YD	94	\$ 45.00	\$ 4,230.00		\$ -	94.00	\$ 4,230.00	94.00	\$4,230.00
101	21101615	TOPSOIL FURNISH AND PLACE 4"	SQ YD	427	\$ 6.00	\$ 2,562.00		\$ -	427.00	\$ 2,562.00	427.00	\$2,562.00
102	28000250	TEMPORARY EROSION CONTOL SEEDING	POUND	9	\$ 1.00	\$ 9.00		\$ -		\$ -	0.00	\$0.00
103	28000400	PERIMETER EROSION BARRIEER	FOOT	270	\$ 3.00	\$ 810.00		\$ -	257.00	\$ 771.00	257.00	\$771.00
104	28000510	INLET FILTERS	EACH	2	\$ 30.00	\$ 60.00		\$ -		\$ -	0.00	\$0.00
105	35101500	AGGREGATE BASE COURSE TYPE B	CU YD	47	\$ 35.00	\$ 1,645.00		\$ -	47.00	\$ 1,645.00	47.00	\$1,645.00
106	60266600	VALVE VAULT TO BE ADJUSTED	EACH	1	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$600.00
107	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	125	\$ 104.00	\$ 13,000.00	86.25	\$ 8,970.00	125.00	\$ 13,000.00	211.25	\$21,970.00
108	66900450	SPECIAL WASTE PLANS AND REPORT	L-SUM	1	\$ 9,500.00	\$ 9,500.00		\$ -	1.00	\$ 9,500.00	1.00	\$9,500.00
109	66900530	SOIL DISPOSAL ANALYSIS	EACH	2	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	\$ 4,000.00	2.00	\$4,000.00
110	67100100	MOBILIZATION	L-SUM	1	\$ 83,000.00	\$ 83,000.00	0.10	\$ 8,300.00	0.90	\$ 74,700.00	1.00	\$83,000.00
111	70102625	TRAFFIC CONTROL AND PROTECTION STANDARD 701606	L-SUM	1	\$ 89,000.00	\$ 89,000.00	0.10	\$ 8,900.00	0.90	\$ 80,100.00	1.00	\$89,000.00
112	70102635	TRAFFIC CONTROL AND PROTECTION STANDARD 701701	L-SUM	1	\$ 200.00	\$ 200.00	0.10	\$ 20.00	0.90	\$ 180.00	1.00	\$200.00
113	70102640	TRAFFIC CONTROL AND PROTECTION STANDARD 701801	L-SUM	1	\$ 200.00	\$ 200.00	0.10	\$ 20.00	0.90	\$ 180.00	1.00	\$200.00
114	81702290	ELECTRIC CABLE IN CONDUIT 600V (XLP TYPE USE) 2/C NO.2	FOOT	650	\$ 5.00	\$ 3,250.00	649.75	\$ 3,248.75	0.25	\$ 1.25	650.00	\$3,250.00
115	X0100003	CLEARING AND GRUBBING	SQ YD	1,658	\$ 3.00	\$ 4,974.00		\$ -	1658.00	\$ 4,974.00	1658.00	\$4,974.00
116	X0322924	RETAINING WALL REMOVAL	SQ FT	517	\$ 15.00	\$ 7,755.00		\$ -	533.80	\$ 8,007.00	533.80	\$8,007.00
117	X0323407	FLAG POLE	EACH	1	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	\$ 4,500.00	1.00	\$4,500.00
118	X0326605	WASHOUT BASIN	L-SUM	1	\$ 2,300.00	\$ 2,300.00		\$ -		\$ -	0.00	\$0.00
119	X2130010	EXPOLATION TRENCH SPECIAL	FOOT	80	\$ 15.00	\$ 1,200.00		\$ -		\$ -	0.00	\$0.00
120	X2520700	SODDING SPECIAL	SQ YD	427	\$ 9.00	\$ 3,843.00	168.00	\$ 1,512.00	427.00	\$ 3,843.00	595.00	\$5,355.00
121	X4240430	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH SPECIAL	SQ FT	653	\$ 11.00	\$ 7,183.00		\$ -	653.00	\$ 7,183.00	653.00	\$7,183.00
122	X4404700	SIDEWALK REMOVAL (SPECIAL)	SQ FT	802	\$ 3.00	\$ 2,406.00		\$ -	840.60	\$ 2,521.80	840.60	\$2,521.80
123	X6640200	TEMPORARY CHAIN LINK FENCE	FOOT	958	\$ 6.00	\$ 5,748.00		\$ -	817.00	\$ 4,902.00	817.00	\$4,902.00

Invoice: 6 9/18/2019

Total Completed to Date \$ 1,385,450.58

Total Retention Held 0% \$ -

Amount Previously Paid \$ 1,161,996.79

**Copenhaver Construction, Inc.**  
**75 Koppie Drive**  
**Gilberts, IL 60136**

**City of Wood Dale**  
**404 N Wood Dale Road**  
**Wood Dale, IL. 60191**

**Amount Due This Payment ==>> \$ 223,453.79**

**Project: Wood Dale Clock Tower**

ITEM NO.	Code	ITEM	UNITS	Total		TOTAL COST	Total This Invoice		Previous Totals		Total To Date	
				Plan Qty	UNIT PRICE		Amount	Qty	Amount	Qty	Amount	Qty
124	Z0013798	CONSTRUCTION LAYOUT	L-SUM	1	\$ 15,000.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00	1.00	\$15,000.00
125	Z0048665	RAIL ROAD PROTECTION LIABILITY INSURANCE	L-SUM	1	\$ 16,000.00	\$ 16,000.00		\$ -	1.00	\$ 16,000.00	1.00	\$16,000.00
126	Z0076600	TRAINEES	HOUR	500	\$ 0.80	\$ 400.00		\$ -		\$ -	0.00	\$0.00
127	Z0076604	TRAINEES TRAINING PROGRAM GRADUATE	HOUR	500	\$ 15.00	\$ 7,500.00		\$ -		\$ -	0.00	\$0.00
128												
129		<b>AUP</b>			\$ -	\$ -		\$ -		\$ -	0.00	\$0.00
130		LANON STONE CONCRETE COLORING	CY	50	\$ 120.00	\$ 6,000.00		\$ -	50.00	\$ 6,000.00	50.00	\$6,000.00
131		AUP 3A-Leaf Logo	L-Sum	1	\$3,410.00	\$ 3,410.00	1.00	\$ 3,410.00		\$ -	1.00	\$3,410.00
133		AUP 5-Panel Difference	L-Sum	1	\$26,346.63	\$ 26,346.63	1.00	\$ 26,346.63		\$ -	1.00	\$26,346.63
134		AUP 7-New Meter Location	L-Sum	1	\$3,169.63	\$ 3,169.63	1.00	\$ 3,169.63		\$ -	1.00	\$3,169.63
139												
140												
141		<b>T&amp;M</b>										
142		Paint Clock Tower for Acrylic Background	L-Sum	1	\$3,817.65	\$ 3,817.65	1.00	\$ 3,817.65		\$ -	1.00	\$3,817.65
143		Downtime Rejected Loads	L-Sum	1	\$956.37	\$ 956.37	1.00	\$ 956.37		\$ -	1.00	\$956.37
145					\$0.00	\$ -		\$ -		\$ -	0.00	\$0.00
146		Previously Deducted Liquidated Damages	I-sum	1	\$52,000.00	\$ 52,000.00	1.00	\$ 52,000.00		\$ -	1.00	\$52,000.00
147					\$0.00	\$ -		\$ -		\$ -	0.00	\$0.00
148		Liquidated Damages	L-Sum	1	(\$52,000.00)	\$ (52,000.00)		\$ -	1.00	\$ (52,000.00)	1.00	(\$52,000.00)
149					\$0.00	\$ -		\$ -		\$ -	0.00	\$0.00
150					\$0.00	\$ -		\$ -		\$ -	0.00	\$0.00
151					\$0.00	\$ -		\$ -		\$ -	0.00	\$0.00
152					\$0.00	\$ -		\$ -		\$ -	0.00	\$0.00
153												
* SPECIAL PROVISION						Project Total Budget =	\$ 1,368,306.50	\$ 146,343.03		\$ 1,239,107.55		\$ 1,385,450.58



**Request for Approval  
of Change in Plans**

Date: 9/9/2019

County: DuPage

Request No. 2  Final

Road District or Municipality: City of Wood Dale

Contractor: Copenhaver Construction, Inc.

Section No. 11-00048-01-LS

Address: 75 Koppie Drive  
Gilberts, IL 60136

I recommend that this deduction be made to the above contract.  
(addition, extension, deduction) (to, from)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	Total Deduction
CONC PAVER, TY1	SQFT	60.00	23.00	D	\$ -	\$ 1,380.00
SHRED HARDWOOD MULCH	CUYD	31.00	45.00	D	\$ -	\$ 1,395.00
AMEND SOIL FURN&PLACE	CUYD	78.00	75.00	D	\$ -	\$ 5,850.00
BIT DAMPPROOF, VB S.O.G	SQFT	73.00	105.00	D	\$ -	\$ 7,665.00
ERTHWRK (STR) STND FND EX	CUYD	11.00	60.00	A	\$ 660.00	\$ -
ELRR COMM&SEC CONDUIT	EACH	1.00	1,910.00	D	\$ -	\$ 1,910.00
ELCR COMM/SEC TEL CABLE	EACH	3.00	230.00	D	\$ -	\$ 690.00
ELCR COMM/SEC TEL OUTLET	FOOT	3.00	400.00	D	\$ -	\$ 1,200.00
TREE REM (6 TO 15 UNIT)	UNITS	5.00	90.00	A	\$ 450.00	\$ -
TEMP FENCE	FOOT	6.00	2.00	D	\$ -	\$ 12.00
TREE ROOT PRUNING	EACH	2.00	30.00	D	\$ -	\$ 60.00
TEMP EROSION SEEDING	POUND	9.00	1.00	D	\$ -	\$ 9.00
PERM EROSION BARRIER	FOOT	13.00	3.00	D	\$ -	\$ 39.00
INLET FILTERS	EACH	2.00	30.00	D	\$ -	\$ 60.00
NON-SPECIAL WASTE DISP	CUYD	86.25	104.00	A	\$ 8,970.00	\$ -
RETAINING WALL REMOVAL	SQFT	16.80	15.00	A	\$ 252.00	\$ -
WASHOUT BASIN	LSUM	1.00	2,300.00	D	\$ -	\$ 2,300.00
EXPLOR TRENCH SPECIAL	FOOT	80.00	15.00	D	\$ -	\$ 1,200.00
SODDING SPECIAL	SQYD	168.00	9.00	A	\$ 1,512.00	\$ -
SIDEWALK REM (SPECIAL)	SQFT	38.60	3.00	A	\$ 115.80	\$ -
TEMP CHAIN LINK FENCE	FOOT	141.00	6.00	D	\$ -	\$ 846.00
TRAINEES	HOOR	500.00	0.80	D	\$ -	\$ 400.00
TRAINEES TRAIN PROG GRAD	HOOR	500.00	15.00	D	\$ -	\$ 7,500.00
AUP-3 LEAF LOGO	LSUM	3410.00	1.00	A	\$ 3,410.00	\$ -
AUP-5 PANEL DIFFERENCE	LSUM	26346.63	1.00	A	\$ 26,346.63	\$ -
AUP-7 NEW METER LOCATION	LSUM	3169.63	1.00	A	\$ 3,169.63	\$ -
PAINT BLOCK BEHIND PANELS	LSUM	3817.65	1.00	A	\$ 3,817.65	\$ -
REJECT NON-SPECIAL WASTE	LSUM	956.37	1.00	A	\$ 956.37	\$ -
2018 LIQUIDATED DAMAGES	LSUM	52000.00	1.00	D	\$ -	\$ 52,000.00
2019 LIQUIDATED DAMAGES	LSUM	78000.00	1.00	D	\$ -	\$ 78,000.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Changes:					\$ 49,660.08	\$ 162,516.00

Total Net Change: \$ (112,855.92)

Amount of Original Contract: \$ 1,362,306.50

Amount of Previous Change Orders: \$ 6,000.00


Amount of adjusted/final contract: \$ 1,255,450.58

Total net deduction to date \$ (106,855.92) which is -7.84 % of the contract price.  
 (addition, deduction)

State fully the nature and reason for the change: See attached for summary of changes.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by:   
 Construction Technician II  
 Title of Preparer

For County and Road District Projects

---

Highway Commissioner

---

Date

Submitted/Approved

---

County Engineer/Superintendent of Highways

---

Date

For Municipal Projects

---

Municipal Officer

---

Title of Municipal Officer

---

Date

Approved

---

Regional Engineer

---

Date

Note: Make out separate form for change in length quantities.  
 Give net quantities  
 Submit 6 Originals  
 If plans are required attached 3 sets.



## MEMO

---

To: Mr. Alan Lange, City of Wood Dale

From: Justin McKuzes

Subject: Wood Dale Clock Tower – Final Cost Adjustment

Date: September 17, 2019

---

Mr. Lange,

This memo outlines the change in plans for the Wood Dale Clock Tower project. Below HR Green has listed items that increase or decrease in an amount greater than \$5,000.00 from the original contract.

Amended Soil Furnished and Placed – (\$5,850.00)

Quantity not used due to final field conditions.

Bituminous Dampproofing Vapor Barrier at Slab – (\$7,665.00)

This line item of work was not required and therefore eliminated.

Non-Special Waste Disposal – \$8,970.00

Additional quantity due to existing field conditions. During the excavation of the footings for the Clock Tower, Seat Wall and the Water Features additional non-special waste needed to be disposed.

Trainees Training Program Graduate – (\$7,500.00)

No trainees recorded; quantity to be adjusted based on field conditions.

Below is a summary of items that were added to the contractor due to unforeseen conditions during the bidding process and identified during construction. These items were considered to be germane to the contract because they were required to complete the project as intended.

AUP-3 Leaf Logo – \$3,410.00

The City of Wood Dale logo (Leaf Design) shown in the plan was an existing Wood Dale logo during the bidding process. After the awarded bid and during construction the City approved a new standard logo. The City required that this new logo be used in the cast stones and the paver block. Due to the new design the cast stone manufacture required additional stencils and sandblasting to create the correct design. The City of Wood Dale agreed to the additional costs to create the new standard City logo. See attached AUP from Contractors.



AUP-5 Panel Difference – \$26,346.63

The project specification sole-sourced a manufacture for the LED Acrylic Panels. The special provisions state “This item shall consist of furnishing all labor, equipment and materials necessary for the LED panels. Additional details to be provided by Vivid Energies”. During bidding Vivid Energies could not provide a cost for the panels because the final product details had not been agreed upon with the City of Wood Dale. After award of the contract Vivid Energies and the City of Wood Dale agreed to the product details. The product selected by Wood Dale was a higher quality and cost than the base product Copenhagen used to establish the line item cost. Because of the unknown product selection, Wood Dale agreed to pay the difference between the two products. See attached AUP5 from the Contractor.

AUP-7 New Meter Location – \$3,169.63

The electrical plans called for the ComEd electrical service meter to be installed inside the Clock Tower. Copenhagen and their subcontractor installed the meter per plan. ComEd failed the service meter inspection and stated that the electrical service meter must be installed outside of the Clock Tower so that they have 24/7 access to the meter. Attached is the AUP to relocate the electrical service meter outside the Clock Tower as required by ComEd. See attached AUP-7 from the Contractor.

Paint Clock Tower for Acrylic Background – \$3,817.65

After selection of the LED Acrylic Panels it was determined that the panels could be seen through. Per the plans, the wall area behind the acrylic panels was exposed unfinished masonry block. This unfinished masonry block was not intended to be seen. Based on recommendations from the panel manufacture the wall behind the panel should be covered or painted white to blend in with the acrylic panels. Wood Dale agreed to have the block painted white; attached is the invoice for the time and material to paint the masonry block per the manufactures recommendations.

Downtime Rejected Loads - \$956.37

While excavating for the water feature footings truckloads of excavated material were rejected at the dump site. The loads were brought back to the Clock Tower Site, stockpiled, tested and later loaded out to be disposed of as Non-Special Waste. Attached is the invoice for additional handling of this excavated material.

2018 Liquidated Damages – (\$52,000.00)

In 2018 Copenhagen failed to meet the significant completion date. See the attached memo outlining the project time line and days accessed.

2019 Liquidated Damages – (\$78,000.00)

In 2019 Copenhagen failed to meet the final completion date. See the attached memo outlining the project time line and days accessed.

**Copenhaver Construction**

75 Koppie Dr.  
Gilberts, IL. 60136  
Phone: 847.428.6696

Fax: 847.428.6798

**AUP**  
**3 - New Leaf Logo Design**  
**3/16/2018**

**TO:** Steve Frank  
HR Green  
651 Prairie Pointe Drive Suite 201  
Yorkville, IL 60560

**JOB:** Wood Dale Clock Tower  
City of Wood Dale

DESCRIPTION	PRICE	TOTAL
To form appoximately twentie pieces of logo in four signs and paint. - Add \$2,100.00 to original contract price	\$2,100.00	\$2,100.00
10% Markup	\$210.00	\$210.00
To sandblast logo and paint.	\$1,000.00	\$1,000.00
Add \$1,000.00 to original price		
10% Markup	\$100.00	\$100.00
<b>TOTAL</b>		<b>\$3,410.00</b>

\_\_\_\_\_  
Please Sign in Acceptance



\_\_\_\_\_  
Copenhaver Approval





**2811 Hitchcock Avenue, Downers Grove IL 60515**

**PHONE/TEXT: 630-514-7246**

**EMAIL: Helen@gracemasonry.com**

**CHANGE ORDER #1**

TO: Copenhaver Construction Inc.

DATE: March 15, 2018

RE: Wood Dale Clock Tower

TO ADD FOR NEW LOGO DESIGN:

1. To form approximately twenty (20) pieces of logo in four (4) signs and paint. – ADD \$2,100.00 (Two thousand one hundred and no/100's dollars) to our original contract price.
2. To sandblast logo and paint. – ADD \$1,000.00 (One thousand and no/100's dollars) to our original contract price.

NOTE: THE CITY NEEDS TO SUPPLY DIGITAL ART WORK.

ACCEPTANCE SIGNATURE: \_\_\_\_\_

DATED: \_\_\_\_\_

3/19/18

**Copenhaver Construction**

75 Koppie Dr.  
Gilberts, IL. 60136  
Phone: 847.428.6696

Fax: 847.428.6798

<b>AUP</b>
5-Panel Difference
7/11/2018

**TO:** Justin McKuzes  
HR Green  
420 N Front Street, Suite 100  
McHenry, IL 60050

**JOB:** Wood Dale Clock Tower  
City of Wood Dale

DESCRIPTION	PRICE	TOTAL
Per City of Wood Dale-Difference to be considered		
Quote 49142-Panels	\$123,526.66	\$123,526.66
Quote 19675-Panels	\$97,180.03	\$97,180.03
Difference of price per above quotes		\$26,346.63
 <b>Per previous emails between Ken Copenhaver, HR Green and the City of Wood Dale.</b>  		
<b>TOTAL</b>		<b>\$26,346.63</b>

\_\_\_\_\_  
Please Sign in Acceptance

  
Copenhaver Approval

**Copenhaver Construction**

75 Koppie Dr.

Gilberts, IL. 60136

Phone: 847.428.6696

Fax: 847.428.6798

<b>AUP</b>
<b>7 - New Meter Location</b>
<b>8/28/2018</b>

**TO:** Justin McKuzes  
 HR Green  
 420 N Front Street, Suite 100  
 McHenry, IL 60050

**JOB:** Wood Dale Clock Tower  
 City of Wood Dale

DESCRIPTION	PRICE	TOTAL
<p><b>Install new meter and jumper the existing meter in the building</b></p> <p>This includes installing a new Milbank NU8980-O-SF100-KK-LP Meter Pedestal near the ComEd transformer and terminating the existing serve cable and conduit into the meter. Install a #4 green XLP USE ground cable from the meter to the building equipment. Installing jumers and cover plate in the meter in the building. By leaving the meter in the building and installing jumpers, UDC can eliminate the cost of its removal and the cost of installing a service disconnect in the building. The exisitng meter fitting has a service disconnect built in.</p>	\$3,169.63	\$3,169.63
<b>TOTAL</b>		<b>\$3,169.63</b>

\_\_\_\_\_  
Please Sign in Acceptance

  
 \_\_\_\_\_  
 Copenhaver Approval

**Copenhaver Construction Co., Inc.**  
**75 Koppie Drive**  
**Gilberts, IL 60136**  
**847-428-6696**

Date: 08/14/18, 08/15/18

Route: 1,321.00 Section: 11-00048-01-LS County: DuPage Auth#: \_\_\_\_\_

Force Account Bill for : Paint Clock Tower for Acrylic Background

Equipment Expenses		Equipment Expenses		
Description	Total Hours	Rate	Amount	
2011 F 250	5.00	\$ 24.49	\$ 122.45	
2015 F 350	5.00	\$ 23.87	\$ 119.35	
			\$ -	
			<b>\$ 241.80</b>	
Rented Equipment				
JLG 600 AJ Manulift	2.00	\$ 355.00	\$ 710.00	
			\$ 35.50	
			\$ -	
<b>Total Equipment Expense</b>			<b>\$ 987.30</b>	

Material Expense				
Description	Measure of Unit	Unit Cost	Amount	
Paint	5.00	\$ 50.74	\$ 253.70	
Primer	5.00	\$ 16.54	\$ 82.70	
Paint Roller, Brushes, supplies	1.00	\$ 56.21	\$ 56.21	
<b>Sub Total Material</b>			<b>\$ 392.61</b>	
Plus 15%			<b>\$ 58.89</b>	
<b>Total Material Expense</b>			<b>\$ 451.50</b>	

Total Labor		\$ 2,347.61
Equipment Expenses		\$ 987.30
Total Material		\$ 451.50
<b>Sub total</b>		<b>\$ 3,786.42</b>
Bond 0.75%	\$ 3,786.42	\$ 28.40
Plus 10% of bond		\$ 2.84
		<b>\$ 3,817.65</b>

**Affidavit**

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

\_\_\_\_\_  
 Copenhaver Construction  
 (company)

By: \_\_\_\_\_

\_\_\_\_\_  
 Resident

**Wood Dale Clock Tower**

Route: ##### Section: 11-00048-01-LS County: DuPage Auth#: \_\_\_\_\_

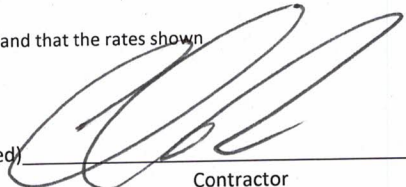
Force Account Bill for: Paint Clock Tower for Acrylic Background Contract # 63953

**Labor**

Name	13-Aug	14-Aug	15-Aug	16-Aug	17-Aug	S.T.	O.T.	Rate	Ins. Amt.	P/R Amt	Earnings to date	Payroll Amount Eligible For Unemployment Tax	
												F.U.T.A.	S.U.T.A.
												7,000.00	12,960.00
Jack Pallock, Laborer		5.00	4.00			9.00		42.72	384.48	\$ 384.48	\$ 11,808.04	\$ -	\$ 384.48
Leo Novak, Foreman		5.00	4.00			9.00		41.46	373.14	\$ 373.14	\$ 56,100.02	\$ -	\$ -
Thomas Gruber, Foreman		5.00				5.00		32.50	162.50	\$ 162.50	\$ 42,900.00	\$ -	\$ -
<b>Sub Total Labor</b>	<b>-</b>	<b>15.00</b>	<b>8.00</b>	<b>-</b>	<b>-</b>	<b>23.00</b>	<b>-</b>	<b>920.12</b>	<b>920.12</b>	<b>920.12</b>		<b>-</b>	<b>384.48</b>
Operators Pension & Welfare	39.28	-					23.00			\$ -			
Carpenters Pension and Welfare	33.47	-								\$ -			
Cement Pension & Welfare	33.74	-								\$ -			
Laborers Pension & Welfare	28.51	18.00								\$ 513.18			
<b>Sub total Labor</b>		<b>18.00</b>								<b>\$ 1,433.30</b>			
Plus 35% of Sub total										\$ 501.66			
<b>Sub total Labor</b>										<b>\$ 1,934.96</b>			
Plus Workers Compensation 16.19% of Subtotal	\$ 920.12								\$ 148.97				
Public Liability and Property Damage Ins. 13.86%	\$ 920.12								\$ 127.53				
excluding payroll of Truck Drivers										\$ -			
Federal Unemployment Tax .6%	\$ -									\$ 28.26			
State Unemployment Tax 7.35%	\$ 384.48									\$ 70.39			
Federal Social Security Tax 7.65%	\$ 920.12									\$ 375.14			
<b>Total Payroll Additives</b>										<b>\$ 375.14</b>			
Plus 10%										\$ 37.51			
<b>Total Labor</b>										<b>\$ 412.66</b>			
										<b>\$ 2,347.61</b>			

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

(Signed)



Contractor





County DePue  
 Section 11-00048-01-LS  
 Route 1321  
 District No. 1  
 Contract No. 63953  
 Job No. \_\_\_\_\_  
 Project No. M-4003(812)

Contractor COPPINAVEN  
 Report No. \_\_\_\_\_ Date 8/14/18  
 Authorization No. \_\_\_\_\_  
 Description and Location of Work: WOODRIDGE CRACK TOWER

LABOR

Name, Worker Classification

Total Hours Worked  
(Straight-Time) (Overtime)

LEO  
JACK  
TOM

10AM - 3 PM  
10AM - 3 PM  
10AM - 3 PM

SHES  
SHES  
SHES

EQUIPMENT USED

MATERIAL USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
<u>FORD F-350 Pickup (TOM)</u>	<u>8</u>
<u>FORD F-250 Pickup (LEO)</u>	<u>8</u>
<u>JLG Sky Power 600AS MAULIFE</u>	<u>4.5 HRS</u>

Description	Quantity
<u>PAINT (SHERWIN WILLIAMS)</u>	<u>5 GAL</u>
<u>PRIMER (SHERWIN WILLIAMS)</u>	<u>5 GAL</u>
<u>PAINT ROLLER</u>	<u>6</u>
<u>PAINT BRUSH</u>	<u>2</u>
<u>ROLLER HANDLE (FRAME)</u>	<u>2</u>

REMARKS:

PAINT on Crack Tower for Aesthetics background

APPROVED:

Contractor's Representative

APPROVED:

State's Representative

Original: Contractor  
cc: District File



County DuPage  
 Section 11-00048-01-LS  
 Route 1321  
 District No. 1  
 Contract No. 63953  
 Job No. \_\_\_\_\_  
 Project No. M-4003(812)

Contractor COPENHAVER  
 Report No. \_\_\_\_\_ Date 8/15/2018  
 Authorization No. \_\_\_\_\_  
 Description and Location of Work: WOOD DAZE CLOCK TOWER

LABOR

Name, Worker Classification	Total Hours Worked	
	(Straight-Time)	(Overtime)
<u>LEO</u>	<u>7AM - 11 AM</u>	<u>4 HRS</u>
<u>JACK</u>	<u>7AM - 11 AM</u>	<u>4 HRS</u>

EQUIPMENT USED		MATERIAL USED	
Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
<u>FORD F-250 PICK UP (LEO)</u>	<u>8</u>		
<u>JLG SKY POWER 600 A) MAN LIFT</u>	<u>4</u>		

REMARKS: PAINT ON CLOCK TOWER

APPROVED: \_\_\_\_\_ APPROVED: [Signature]

Contractor's Representative State's Representative

Original: Contractor  
 cc: District File

**Certified Payroll Report**

Contractor COPENHAVER CONSTRUCTION, INC  
 75 KOPPIE DRIVE  
 GILBERTS, IL 60136

Project Wood Dale-Clock Tower #17056  
 City of Wood Dale

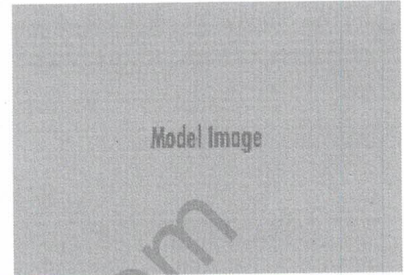
Project/Contract #  
 Payroll Number 22  
 For Week Ending 8/18/2018

Employee Name ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Gross Pay	Job Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Deduct	Net Pay
			Sun 12	Mon 13	Tue 14	Wed 15	Thu 16	Fri 17	Sat 18															
Jack Fallock	8635 Local 68 Laborer	RT		8.00	8.00					16.00	16.00	42.72	747.60	28.51	83702	1,772.88	109.92	25.70	226.00	80.14	66.48	508.24	1,264.64	
		OT		1.00						1.00	1.00	64.08												
Jesus Rivera	5737 Local 68 Laborer	RT	4.00							4.00	4.00	42.72	170.88	28.51	83706	2,637.96	163.55	38.24	323.00	130.58	302.92	958.29	1,679.67	
Leo Novak	8961 Foreman Salary	RT		9.00	8.00					17.00	17.00	41.46	704.88	0.00	83726	1,700.00	92.47	21.62	212.00	68.77	-5.07	389.79	1,310.21	
Thomas Gruber	3755 Foreman Salary	RT	8.00	8.00	8.00					24.00	24.00	32.50	780.00	0.00	83758	1,300.00	79.28	18.54	156.00	58.17	-151.79	160.20	1,139.80	



**Adjustments for 2015 Ford F350 in All Saved Models**
**Miscellaneous 4X4 1 300 CONV GAS**

On-Highway Light Duty Trucks

 Size Class:  
**300 HP & Over**  
 Weight:  
 N/A

**Configuration for 4X4 1 300 CONV GAS**

Axle Configuration	<b>4X4</b>	Power Mode	<b>Gasoline</b>
Horsepower	<b>300</b>	Cab Type	<b>Conventional</b>
Ton Rating	<b>1</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$940.00	\$265.00	\$66.00	\$10.00	\$18.55	\$23.89
<b>Adjustments</b>						
Region ( Illinois DOT: 101.6%)	\$15.04	\$4.24	\$1.06	\$0.16		
Model Year (2015: 98.1%)	(\$18.15)	(\$5.12)	(\$1.27)	(\$0.19)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					\$18.55	\$23.87
<b>Total:</b>	<b>\$936.89</b>	<b>\$264.12</b>	<b>\$65.79</b>	<b>\$9.97</b>	<b>\$18.55</b>	<b>\$23.87</b>

**Non-Active Use Rates**

Hourly

Standby Rate	\$2.66
Idling Rate	\$19.91

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	57%	\$535.80/mo
Overhaul (ownership)	28%	\$263.20/mo
CFC (ownership)	5%	\$47.00/mo
Indirect (ownership)	10%	\$94.00/mo
Fuel (operating) @ 2.56	79%	\$14.59/hr

Revised Date: 2nd Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

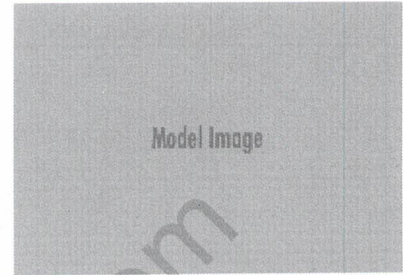
The equipment represented in this report has been exclusively prepared for KIM BUCZYNSKI (kim@copenhaverconstruction.com)

**Adjustments for 2011 F250 ext in All Saved Models**

September 10, 2018

**Miscellaneous 4X4 1 300 CREW GAS**

On-Highway Light Duty Trucks

 Size Class:  
**300 HP & Over**  
 Weight:  
 N/A

**Configuration for 4X4 1 300 CREW GAS**

Axle Configuration	<b>4X4</b>	Power Mode	<b>Gasoline</b>
Horsepower	<b>300</b>	Cab Type	<b>Crew</b>
Ton Rating	<b>1</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,045.00	\$295.00	\$74.00	\$11.00	\$18.75	\$24.69
<b>Adjustments</b>						
Region ( Illinois DOT: 101.6%)	\$16.72	\$4.72	\$1.18	\$0.18		
Model Year (2011: 95.1%)	(\$52.02)	(\$14.69)	(\$3.68)	(\$0.55)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-	-	-
Hourly Operating Cost (100%)					\$18.75	\$24.49
<b>Total:</b>	<b>\$1,009.70</b>	<b>\$285.03</b>	<b>\$71.50</b>	<b>\$10.63</b>	<b>\$18.75</b>	<b>\$24.49</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	\$2.87
Idling Rate	\$20.33

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	57%	\$595.65/mo
Overhaul (ownership)	28%	\$292.60/mo
CFC (ownership)	5%	\$52.25/mo
Indirect (ownership)	10%	\$104.50/mo
Fuel (operating) @ 2.56	78%	\$14.59/hr

Revised Date: 2nd Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KIM BUCZYNSKI (kim@copenhagenconstruction.com)





15N320 RTE 25 UNIT A  
DUNDEE, IL 60118  
847-428-3311

Remit To:  
13633 MAIN STREET  
LEMONT, IL 60439  
  
800-732-2490

**Job Site:**

WOOD DALE RD & IRVING PARK  
WOOD DALE RD & IRVING PARK  
WOOD DALE, IL 60191

C#: 847-428-6696 J#: 847-428-6696

**Customer: 7549**

COPENHAVER CONSTRUCTION  
75 KOPPIE DRIVE  
GILBERTS, IL 60136

**Sales Rep: ZACH SCOTT**

**RENTAL RETURN**

Invoice #... 226546-0001  
Invoice date 8/17/18  
Date out.... 8/02/18 9:00 AM  
Date in..... 8/17/18 10:12 AM  
Job Loc..... WOOD DALE RD & IRVING  
Job No..... 1 - WOOD DALE RD & I  
P.O. #..... COD  
Ordered By.. CHUCK  
Terms..... Net 30 Days

Written by.. DIANE MAYES

**\*\* Please visit us at WWW.HI-REACH.COM \*\***

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	60' ART BOOM LIFT 1580	365.00	365.00	995.00	2400.00	2400.00
	HR OUT1 3826.10	HR IN1 3847.10	TOTAL:	21.00		
					Sub-total:	2400.00
					Total:	2400.00

AS OF MARCH 1, 2009 A FINANCE CHARGE OF 1.5% WILL BE ADDED TO INVOICES OVER 60 DAYS PAST DUE

\*\*\*\* AS OF 2/9/16 OUR FUEL CHARGE IS \$4.95 \*\*\*\*



IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

1. OPERATOR INSTRUCTION / CUSTOMER ACCEPTANCE - The above described Equipment has been received in good repair and operating condition (including wire rope where applicable) and is accepted by CUSTOMER, subject to the terms and conditions on the reverse side hereof, which are hereby made a part hereof by reference as if fully set forth herein. Also, that I have received instructions for safe operating procedures and proper maintenance of the above listed machine(s).
2. PLEASE READ THIS CONTRACT BEFORE SIGNING \*\*NOTE: RENTAL AGREEMENT TERMS & CONDITIONS ON REVERSE SIDE. (CUSTOMER TO RETAIN COPY)

**!!ATTENTION!! CUSTOMER MUST CALL OR FAX ILLINI OFFICE TO CONFIRM END OF RENTAL DATE AND MACHINE LOCATION !**

X  
CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_



# SHERWIN-WILLIAMS.

VILLA NORTH Store 3034  
 807 W NORTH AVE  
 VILLA PARK IL 60181 1322  
 (630)627-7722  
 Fax (630) 627-7728  
 www.sherwin-williams.com

SALE 4:41pm  
 Tran # 9265-3 08/13/18  
 E42/11988 10  
 MICHAEL PO# 2018-287

**COPENHAVER CONSTRUCTION**  
 Account XXXX-3241-2  
 Job 1 COPENHAVER CONSTRUCTION

Bill To:  
 COPENHAVER CONSTRUCTION  
 75 KOPPIE DR  
 GILBERTS, IL 60136 9663  
 (847)428-6696

6504-05699	5 GAL	K32W251		
		DURATION FL EXTRA		
	5.00 @	50.74	253.70	
620-5637	5 GAL	B25W25		
		PR I/E BLOCKFILLER		
	5.00 @	16.54	82.70	
SUBTOTAL BEFORE TAX			336.40	
8.000% SALES TAX:1-146018100			26.91	
TOTAL			\$363.31	

AMERICAN EXPRESS -363.31

*Phone Payment*

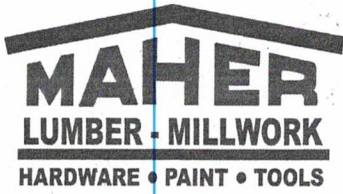
----- Payment Terminal Signature -----

C/C# XXXXXXXXXXXX9003  
 Auth # 237332  
 Keyed

STORE HOURS  
 SUNDAY 10:00 AM - 4:00 PM  
 MONDAY - FRIDAY 7:00 AM - 6:00 PM  
 SATURDAY 8:00 AM - 5:00 PM

-----  
 Thank You  
 receipt required for refund





Maher Lumber Company  
 301 W. Irving Park Rd  
 Wood Dale, IL 60191  
 630-766-8440  
 Fax: 630-766-8129

**DISPATCH COPY**



**INVOICE**

1808-574654

PAGE 1 OF 1

SOLD TO
COPENHAVER CONSTRUCTION \$ CASH ACCOUNT 75 KOPPLE DRIVE ***COD ONLY*** GILBERTS IL 60118

JOB ADDRESS
COPENHAVER CONSTRUCTION \$ CASH ACCOUNT 75 KOPPLE DRIVE ***COD ONLY*** GILBERTS IL 60118 847-428-6696

ACCOUNT	JOB
3199	0
SOLD ON	8/14/2018 7:29:57 AM
DELIVER ON	
BRANCH	1000
CUSTOMER PO #	
STATION	PC09
CASHIER	31
SALESPERSON	999
ORDER ENTRY	

Thank you. We appreciate your business.

Yard	Quantity	U/M	Item	Description	Location	Notes
	2	EACH	1394956	P3972 2" FACTORY PAINT BRUSH	, 12HN, ,	
	2	EACH	1394964	P3973 3" FACTORY PAINT BRUSH	, 12HN, ,	
	2	EACH	10972	RF200-9 LINZER 9" ROLLER FRAME	, 12HN, ,	
	1	EACH	1509520	54311 SUPERTUFF SHOE GAURD 3PK	, NEW, ,	
	2	EACH	1313923	PURDY 3/8 CONTRACTOR 1ST POLYESTER ROLLER COVER 3PK	, MF1, ,	
	2	EACH	1394956	P3972 2" FACTORY PAINT BRUSH	, 12HN, ,	
	2	EACH	1394964	P3973 3" FACTORY PAINT BRUSH	, 12HN, ,	

Stager	Loader	Driver	Truck	Time	BF	SF	Weight	Cubes	Route
					0	0	0		
<i>Receiver:</i>							Auth Purch: TOM GRUBER ONLY 7/31/18		
Received in Good Condition							COD Amount: 56.21		

**Copenhaver Construction Co., Inc.**  
**75 Koppie Drive**  
**Gilberts, IL 60136**  
**847-428-6696**

Date: 3/15/2018

Wood Dale Clock Tower

Force Account Bill for : Down Time for *rejected loads*

Equipment Expenses			
Description	Total Hours	Rate	Amount
Komatsu PC 88 Excavator	2.00	\$ 49.30	\$ 98.60
2015 F350	2.00	\$ 22.53	\$ 45.06
			\$ 143.66
Rented Equipment			
Segura	4.00	\$ 86.00	\$ 344.00
			\$ 17.20
			\$ -
			\$ 504.86

Total Labor	\$ 443.69
Equipment Expenses	\$ 504.86
Total Material	\$ -
<b>Sub total</b>	<b>\$ 948.55</b>

Bond 0.75%	\$ 948.55	\$ 7.11
Plus 10% of bond		\$ 0.71
		<b>\$ 956.37</b>

**Affidavit**

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

\_\_\_\_\_  
 Copenhaver Construction  
 (company)

By: \_\_\_\_\_

\_\_\_\_\_  
 Resident

Copenhaver Construction Co., Inc.  
 75 Koppie Drive  
 Gilberts, IL 60136  
 847-428-6696

Date: 03/15/18


Wood Dale Clock Tower

Force Account Bill for: Down Time for rejected Loads Contract # \_\_\_\_\_

Labor

Name	12-Mar	13-Mar	14-Mar	15-Mar	15-Mar	S.T.	O.T.	Rate	Ins. Amt.	P/R Amt	Earnings to date	Payroll Amount Eligible For Unemployment Tax	
												F.U.T.A	S.U.T.A.
John Anderson, Operator				2.00		2.00		48.30	96.60	\$ 96.60	\$ 3,308.55	\$ 96.60	\$ 96.60
Thomas Gruber, Foreman				2.00		2.00		32.50	65.00	\$ 65.00	\$ 13,000.00	\$ -	\$ -
<b>Sub Total Labor</b>	-	-	-	4.00	-	4.00	-		161.60	161.60		96.60	96.60
Operators Pension & Welfare	37.48	-					4.00			\$ -			
Carpenters Pension and Welfare	31.93	-								\$ -			
Cement Pension & Welfare	32.44	-								\$ -			
Laborers Pension & Welfare	27.79	4.00								\$ 111.16			
<b>Sub total Labor</b>		4.00								\$ 272.76			
<b>Plus 35% of Sub total</b>										\$ 95.47			
<b>Sub total Labor</b>										\$ 368.23			
Plus Workers Compensation 16.19% of Subtotals	\$ 161.60								\$ 26.16				
Public Liability and Property Damage Ins. 13.86%	\$ 161.60								\$ 22.40				
excluding payroll of Truck Drivers													
Federal Unemployment Tax .6%	\$ 96.60								\$ 0.58				
State Unemployment Tax 7.35%	\$ 96.60								\$ 7.10				
Federal Social Security Tax 7.65%	\$ 161.60								\$ 12.36				
<b>Total Payroll Additives</b>									\$ 68.60				
<b>Plus 10%</b>									\$ 6.86				
									\$ 75.46				
<b>Total Labor</b>									\$ 443.69				

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

(Signed)   
 \_\_\_\_\_  
 Contractor



**Illinois Department  
of Transportation**

**Extra Work Daily Report**

County DuPage  
 Section 11-00048-01-LS  
 Route 1321  
 District \_\_\_\_\_  
 Contractor LOPEL HANER CONSTRUCTION Contract No. 62953  
 Report No. \_\_\_\_\_ Date 3/15/18 Job No. \_\_\_\_\_  
 Authorization No. \_\_\_\_\_ Project No. VOHH(201)  
 Description and Location of Work: WOODRIDGE Clark Tower

**LABOR**

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
<u>John Anderson (Operator)</u>	<u>2 hrs</u>
<u>Tom Gruber</u>	<u>2 hr</u>

**EQUIPMENT USED**

**MATERIAL USED**

EQUIPMENT USED		MATERIAL USED	
Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
<u>KOMATSU PC 300 (EXCAVATOR)</u>	<u>2</u>		
<u>SEMI TRAILER (SEGURA)</u>	<u>2</u>		
<u>SEMI TRAILER (SEGURA)</u>	<u>2</u>		
<u>2015 F350</u>	<u>2</u>		

REMARKS: LOST TIME ASSOCIATED WITH REJECTED LOADS (SEE TICKETS)  
 APPROVED: [Signature] Contractor's Representative      APPROVED: \_\_\_\_\_ State's Representative

Original: Contractor  
 cc: District File



# Certified Payroll Report

Contractor COPENHAVER CONSTRUCTION, INC  
 75 KOPPIE DRIVE  
 GILBERTS, IL 60136

Project Wood Dale-Clock Tower  
 City of Wood Dale

Project/Contract #  
 Payroll Number 2  
 For Week Ending 3/17/2018

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat													
John Anderson	3007	Local 150 HH	RT				8.00	8.00		16.00	16.00	48.30	845.25	37.48	81081	2,258.03	140.00	32.75	415.00	111.77	-766.29	-66.77	2,324.80
Rogelio Villalpando	4318	Local 68 Laborer	RT				0.50	0.50		1.00	1.00	72.45	82.40	27.79	81083	1,555.30	98.43	22.55	153.00	76.99	58.32	407.29	1,148.01
Scott Gass	6210	Carpenter JM	RT						4.00	4.00	48.35	193.40	31.93	81117	1,994.46	123.66	28.92	234.00	98.73	-77.23	408.08	1,586.38	
Thomas Gruber	3755	Foreman Salary	RT				8.00	8.00	8.00	24.00	24.00	32.50	780.00	0.00	81122	1,300.00	79.28	18.54	156.00	58.17	86.31	398.30	901.70

**Adjustments for Komatsu PC 88 in All Saved Models**

June 6, 2018

**Komatsu PC88MR-8**  
 Crawler Mounted Hydraulic Excavators

 Size Class:  
 8.1 - 10.0 MTons  
 Weight:  
 18,558 lbs.

**Configuration for PC88MR-8**

Power Mode	<b>Diesel</b>	Net Horsepower	<b>65 hp</b>
Bucket Capacity - Heaped	<b>.37 cu yd</b>	Operating Weight	<b>9.28 mt</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,840.00	\$1,355.00	\$340.00	\$51.00	\$22.50	\$50.00
<b>Adjustments</b>						
Region ( Illinois DOT: 101.3%)	\$62.92	\$17.62	\$4.42	\$0.66		
Model Year (2008: 96.2%)	(\$186.31)	(\$52.16)	(\$13.09)	(\$1.96)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					\$22.50	\$49.30
<b>Total:</b>	<b>\$4,716.61</b>	<b>\$1,320.46</b>	<b>\$331.33</b>	<b>\$49.70</b>	<b>\$22.50</b>	<b>\$49.30</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$13.40
Idling Rate	\$32.81

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	37%	\$1,790.80/mo
Overhaul (ownership)	50%	\$2,420.00/mo
CFC (ownership)	6%	\$290.40/mo
Indirect (ownership)	7%	\$338.80/mo
Fuel (operating) @ 2.57	27%	\$6.01/hr

Revised Date: 1st Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KIM BUCZYNSKI (kim@copenhagenconstruction.com)

Segura Tr inc.

986 LAKE ST  
IL 60172

# Invoice

Date	Invoice #
3/21/2018	546

<b>Bill To</b>
Copenhaver Construction 75 Koppie Drive Gilberts, IL 60136

P.O. No.	Terms	Project
170-56	Net 60	

Serviced	Ticket #	truck#	Description	Quantity	Rate	Amount
3/15/2018	10767-4728	08	WOODALE CLOCK TOWER RT19	6.5	86.00	559.00
3/14/2018	10765-3650	40	WOODALE CLOCK TOWER RT19	6	86.00	516.00
3/14/2018	10764-10949	40	WOODALE CLOCK TOWER RT19	5	86.00	430.00
3/14/2018	10766-4738	120	WOODALE CLOCK TOWER RT19	7	86.00	602.00
3/15/2018	10768-4016	127	WOODALE CLOCK TOWER RT19	7	86.00	602.00
					<b>Total</b>	<b>\$2,709.00</b>

Office:  
(847) 428-6696

Fax:  
(847) 428-6798

# Copenhaver Construction

75 Koppie Drive  
Gilberts, IL 60136

## Truck Ticket #10767

TRUCK NO. <u>00</u>	DATE <u>3/15</u> 20 <u>18</u>
CONTRACTOR <u>SHAWA</u>	
DRIVER _____	
JOB LOCATION <u>WOODDIE - CRACKERS</u>	
JOB NUMBER _____	
6W _____ SEMI _____	MATERIAL _____ PICK P/DUMP _____
STRAIGHT DIRT _____	LOCATION _____
ROUND ROBIN _____	NUMBER OF LOADS _____
HOURLY - START <u>7</u> <u>a.m.</u>	LUNCH _____
FINISH <u>1:30</u> <u>a.m.</u>	TRAVEL _____
TOTAL <u>2.5 hrs</u> <u>p.m.</u>	TIME _____
COMMENTS _____	TO BE INCLUDED _____
	IN TOTAL _____
	WEIGHTS - GROSS _____
	TARE _____
	NET _____
	TOTAL TON _____

RECEIVED BY: [Signature] DATE: \_\_\_\_\_

The above consignee acting as an authorized agent of the Customer/Contractor listed on the ticket agrees to all terms and conditions set forth on this ticket.

# Segura TR Inc.

688 Luda Street • Elgin, IL 60120

(847) 276-0831

Fax (847) 429-2494



4720

#10767

SEMI DUMP

6 WHEELER

JOB#: \_\_\_\_\_ DATE: 3-15-18

CARRIER: Jesus Alonzo TRUCK#: 08

CUSTOMER: COPEN Haver PO#: \_\_\_\_\_

JOB NAME: \_\_\_\_\_

ORIGIN: wood dale RT 19 DEST: BLUFF CITY

START TIME: 7:00 MATERIAL: DIRT

FINISH TIME: \_\_\_\_\_ TONNAGE: \_\_\_\_\_

TRAVEL TIME: \_\_\_\_\_ LOADS: \_\_\_\_\_

TOTAL HRS: CASH TOLLS: \_\_\_\_\_

① DIRT 6. \_\_\_\_\_

② DIRT 7. \_\_\_\_\_

③ DIRT 8. \_\_\_\_\_

④ DIRT 9. \_\_\_\_\_

5. \_\_\_\_\_ 10. \_\_\_\_\_

CUSTOMER SIGNATURE: [Signature]

WHITE & YELLOW - OFFICE

PINK - CUSTOMER

GOLDENROD - CARRIER

# Segura TR Inc.

688 Luda Street • Elgin, IL 60120

(847) 276-0831

Fax (847) 429-2494



4728

#10707

SEMI DUMP

6 WHEELER

JOB#: \_\_\_\_\_ DATE: 3-15-18

CARRIER: Jesus Alonzo TRUCK#: 08

CUSTOMER: COPEN Haver PO#: \_\_\_\_\_

JOB NAME: \_\_\_\_\_

ORIGIN: wood dale RT 19 DEST: BLUFF CITY

START TIME: 7:00 MATERIAL: DIRT

FINISH TIME: \_\_\_\_\_ TONNAGE: \_\_\_\_\_

TRAVEL TIME: \_\_\_\_\_ LOADS: \_\_\_\_\_

TOTAL HRS: 6.5 hrs TOLLS: \_\_\_\_\_

① Dirt 6. \_\_\_\_\_

② Dirt 7. \_\_\_\_\_

③ Dirt 8. \_\_\_\_\_

④ Dirt 9. \_\_\_\_\_

5. \_\_\_\_\_ 10. \_\_\_\_\_  
CUSTOMER SIGNATURE:

WHITE & YELLOW - OFFICE

PINK - CUSTOMER

GOLDENROD - CARRIER

**Adjustments for 2015 Ford F350 in All Saved Models**

June 14, 2018

**Miscellaneous 4X4 1 300 CONV GAS**  
 On-Highway Light Duty Trucks

 Size Class  
**300 HP & Over**  
 Weight:  
 N/A

**Configuration for 4X4 1 300 CONV GAS**

Axle Configuration	<b>4X4</b>	Power Mode	<b>Gasoline</b>
Horsepower	<b>300</b>	Cab Type	<b>Conventional</b>
Ton Rating	<b>1</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$935.00	\$260.00	\$65.00	\$10.00	\$17.25	\$22.56
<b>Adjustments</b>						
Region ( Illinois DOT: 101.6%)	\$14.96	\$4.16	\$1.04	\$0.16		
Model Year (2015: 97.9%)	(\$19.95)	(\$5.55)	(\$1.39)	(\$0.21)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$930.01</b>	<b>\$258.61</b>	<b>\$64.65</b>	<b>\$9.95</b>	<b>\$17.25</b>	<b>\$22.53</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$2.64
Idling Rate	\$18.68

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	56%	\$523.60/mo
Overhaul (ownership)	29%	\$271.15/mo
CFC (ownership)	5%	\$46.75/mo
Indirect (ownership)	10%	\$93.50/mo
Fuel (operating) @ 2.35	78%	\$13.40/hr

Revised Date: 1st Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KIM BUCZYNSKI (kim@copenhaverconstruction.com)

**Bluff City Materials, Inc.**

2252 Southwind Blvd | Gardner, IL 61031 | (630) 497-4780

Location: Gifford East South 50310-09

Date: 03-15-18

Time: 06:21

Sold To: COPENHAVER CONSTRUCTION INC  
75 KOPPIE DRIVE  
GILBERTS, IL 60136

Customer # 1182  
Truck # 1278LD  
Order # 1182-89  
PO # Contract 63953

Project #: 1182-89 Wood Dale Clock Tower  
NWC of N. Wood Dale Rd.- E. Irving Park

Product #: D500 Mixed Load Dump - Semi

Gross: 30,410 Load # 2  
Tare: 30,400  
Net: 10  
Total Loads: 2  
Mileage: 1  
APPR #:  
Qty: 10 CY

Driver Signature \_\_\_\_\_ Ticket # 497801

EVIDENCED BY SIGNATURE OF DEPARTURE FROM SELLER'S FACILITY. CARRIER'S WEIGHTS AND CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT. ALL WEIGHTS AND GROSS WEIGHT CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED. SELLER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS, DAMAGE, COSTS, EXPENSES, AND ATTORNEY'S FEES. The following terms and conditions shall apply if not read within 30 days. The unpaid balance shall bear interest at the rate of 1.2% per month (1% per annum). Buyer also shall assume payment of attorney's fees and collection fees if necessary.

Rejected

PID 7.0

**Bluff City Materials, Inc.**

2252 Southwind Blvd | Gardner, IL 61031 | (630) 497-4780

Location: Gifford East South 50310-09

Date: 03-15-18

Time: 07:58

Sold To: COPENHAVER CONSTRUCTION INC  
75 KOPPIE DRIVE  
GILBERTS, IL 60136

Customer # 1182  
Truck # 8ALO  
Order # 1182-89  
PO # Contract 63953

Project #: 1182-89 Wood Dale Clock Tower  
NWC of N. Wood Dale Rd.- E. Irving Park

Product #: D500 Mixed Load Dump - Semi

Gross: 30,150 Load # 1  
Tare: 30,140  
Net: 10  
Total Loads: 1  
Mileage: 1  
APPR #:  
Qty: 10 CY

Driver Signature \_\_\_\_\_ Ticket # 497785

EVIDENCED BY SIGNATURE OF DEPARTURE FROM SELLER'S FACILITY. CARRIER'S WEIGHTS AND CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT. ALL WEIGHTS AND GROSS WEIGHT CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED. SELLER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS, DAMAGE, COSTS, EXPENSES, AND ATTORNEY'S FEES. The following terms and conditions shall apply if not read within 30 days. The unpaid balance shall bear interest at the rate of 1.2% per month (1% per annum). Buyer also shall assume payment of attorney's fees and collection fees if necessary.

Rejected

PID 9.0





## MEMO

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To: Mr. Alan Lange

From: Justin McKuzes

Subject: Wood Dale Clock Tower – Project Completion Summary

Date: September 6, 2019

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Mr. Lange,

This memo summarizes the construction timeline for the Clock Tower Project and the assessment of liquidated damages that have been assessed and could be assessed at the discretion of the City of Wood Dale.

On October 22, 2018 in a previous memo sent to Matt York, City of Wood Dale, Public Works Director the following days were summarized for potential liquidated damages.

### Summary

- Total = 26 Days
- 26 Days x 2,000 \$/Day = \$52,000.00

Based on an email received from Brad Wilson, City of Wood Dale, Director of Finance, the City has withheld \$52,000 in liquidated damages for the time periods prior to October 22, 2018. Below is a timeline for the work completed in 2019 starting from May 1<sup>st</sup> and leading up to the fountain system becoming operational on June 26<sup>th</sup> and through to the date where the City gained maintenance of the system from the contractor.

April 26, 2019 – Copenhagen begins start-up procedure for the fountain system; the water feature pump and the controlling VFD (Variable Frequency Drive) are not correlated with each other. System is turned off at the end of the day. Copenhagen and The Fountain People to continue with correlating the pump and VFD scheduled for the following Monday.

April 27, 2019 – City of Wood Dale contacts HR Green that the fountain control vault is flooded. HR Green notifies Copenhagen. Copenhagen and HR Green conduct a site visit. At the time it is assumed that a water pipe has broken which caused the flooding of the vault. Water supply feed is shut off.

April 30, 2019 – Copenhagen determines that the fresh water supply feed outside of the control vault broke and led to the vault flooding. Copenhagen notified The Fountain People that replacement equipment is needed to make the fountain system operational.

**May 1, 2019 – This date marks the start of Contract Working Day accumulation.** Per discussions with Matt York, now the former Public Works Director, the City would be assessing liquidated damages beginning on this date until the fountain system is operational and the 30 Day Performance Period starts.



June 7, 2019 – New Equipment is installed in the vault. Start-up of the system is attempted, however the VFD is faulting. System cannot be started.

June 8, 2019 – Copenhagen identifies that the VFD fault is caused by an inoperable water feature pump. Replacement pump is placed on order.

June 14, 2019 – New feature pump is installed; pump and VFD not correlated therefore the system cannot be started.

June 19, 2019 – Copenhagen and The Fountain People determine that the correlation between the pump and the VFD may require rewiring. The Fountain People schedule to be on site June 25<sup>th</sup>.

June 25, 2019 – The Fountain People determine that the pump motor was wired for 3 Phase, 480V and so motor is rewired for the single phase 240V. Pump is operational and some additional hardware is needed.

**June 26, 2019 – The system start-up is completed;** the start of the 30-day performance period begins. Per previous conversations with Matt York, formally of the City of Wood Dale, the liquidated damages are suspended.

July 26, 2019 – Marks the end of the 30-Day Performance Period. Copenhagen has not scheduled the system training with the City of Wood Dale Staff per the contracted documents. HR Green has notified Copenhagen that they are responsible for fountain maintenance until the City Staff can be trained. Copenhagen agrees.

August 20, 2019 – System training is conducted by The Fountain People with the City of Wood Dale Staff. At the time of the training there are issues with the fountain lights which were corrected and the recirculation pump has failed. A new circulation pump motor is put on order.

August 27, 2019 – Circulation pump motor is replaced but the coupling pin is broken. A new coupling pin is ordered.

September 4, 2019 – Coupling pin is replaced and the pump is operational. Copenhagen notifies HR Green that the system is now complete and operating. Copenhagen requests that the City take over maintenance responsibilities of the fountain system. Copenhagen agrees that they have some plantings that need replacement and that HR Green send over the list.

September 5, 2019 – HR Green sends over the list of plantings that need to be replaced.



Based on the aforementioned timeline and conversations with City Staff, project liquidated damages for year to date in 2019 could be assessed as follows.

By October of 2018, the project was considered significantly complete and shifted into a Working Day Contract. Additionally, Copenhagen had used the 5 Working Days outlined in the Contract. Based on Article 108.04 of the Standard Specifications, Working Days are assessed starting May 1<sup>st</sup> of each year and only Monday through Friday with holidays excluded. Based on these requirements

- May 1, 2019 to May 31, 2019 = 31 Days – 9 Non-working Days = 22 Working Days
- June 1, 2019 to June 25, 2019 = 25 Days – 8 Non-working Days = 17 Working Days
- Total = 39 Working Days
- 39 Working Days X 2,000 \$/Working Day = \$78,000

Please refer to the attached Punch List to review remaining items.

Item	Deficiency Description	Corrected	Comments
1	Site Clean-up - Conduct general cleaning and remove all construction debris in both parcels and from within the Clock Tower, once all punch-list items are complete.	10/17/2018	
2	Sidewalk a long IL19 has been damaged and broken. Repair damage and broken sidewalk. Approx. 5 squares of sidewalk.	10/16/2018	
3	Parkway grass and grades a long IL19 have been damaged by construction activities. Restore parkway were damaged with Grass Sod.	10/17/2018	
4	Brick Pavers a long the NE Wall Line of the Clock Tower have settled and paver area holds water. Remove pavers, re grade and replace pavers.	10/1/2018	
5	Brick Pavers around the base of the clock tower have become unlevelled due to equipment transferring over them. Level brick pavers.	10/17/2018	
6	Wood Dale City Logo in the Brick Pavers is in correct. Please remove the pavers and replace with correct logo. Logo should match the logo in the Cast Stones.	10/5/2018	
7	The Exposed PCC Foundation on the Clock Tower - Remove concrete fins and fill in all visible voids. This concrete was poured with color to match the Cast Stone therefore, any grout used shall match in color.	6/27/2019	Fins from pcc forms were ground off. Fin locations are still visible. Concrete needs to be weathered to verify color blending. May require additional work in the Spring of 2019.
8	Wall Line B-B or Section 5 - The brick corner above the end of the Cast Stone was broken were the electrical wire exists from behind the wall for the LED lighting. Repair the corner with an epoxy sealer/chalking.	10/17/2018	
9	Remove rust stains from cast stones on the seat wall.	10/17/2018	
10	Remove rust stains, basin sealer and primer from cast stones on the water feature walls. (Both east and west features.)	10/17/2018	
11	Chalk around door frame at the Clock Tower.	10/9/2018	
12	<del>Remove vegetation and place ballast stone in the NE Corner between the elevated plant bed wall and the railroad-tracks.</del>		Received AUP from Copenhaver need to receive approval from the City of Wood Dale and IDOT.
13	West Basin LED light strip under the cast stone on Wall Section 5 is not adhered to the stone and is falling off.	10/5/2018	
14	East Basin LED light strip under the cast stone on Wall Section 16 is missing.	10/17/2018	
15	Remove parkway tree in front of the west water feature. Tree was damage during construction.	10/15/2018	
16	A middle acrylic panel on the SE wall line is cracked; replace with new panel.	11/1/2018	Copenhaver is aware of the broken panel; a new panel is on order. Panel Replaced

17	Tree up light at a tree north east of the seat wall has been broken and is located northwest of the tree. Replace the broken light and relocate light so that the up lighting is generally visible from the southwest.	10/17/2018	Copenhaver is aware of the broken light; a new light is on order.
18	Continue to maintain plant beds throughout the establishment period. Remove weeds, prune, add mulch as needed and keep irrigation piping buried.		HR Green sent over a list of plants on 09/05 that were to be replanted. 4 - Dwarf Mountain Pines; 10 - Salvia and 7 Fountain Grass
19	Copper weirs need to be installed at each water feature.	10/16/2018	
20	Remove plastic door cover from the access door of the clock tower.	10/17/2008	
21	GPS needs to be installed for the clocks.	10/17/2018	
22	Sealer within the water features is failing in various locations. Sealer needs to be removed and reapplied at all locations where existing sealer is failing.	4/26/2019	Reevaluate sealer in the spring, remove and replace sealer where failing.
23	<del>Missing electrical receptacle NW of the tree that is NW of the Seat Wall.</del> Outlet was installed on light for the west tree, however outlet is buried. Raise light and outlet box.	10/17/2018	
24	Clean the outside of existing traffic signal cabinet, existing street light cabinet, existing traffic signal meter cabinet and the existing street light in the NE corner of the West Parcel.	10/17/2018	
25	<del>Drain for water features and vault sump is draining slowly. No obstruction visible from in manhole located in the street. Clear drain piping out to the street</del>	4/1/2019	Completed Separately
26	Leak in the wall of the pump and valve vault; repair leaks.	4/26/2019	Pumps have not been started due to weather conditions. Fountain People need to repair fiber glass vault when start-up is completed.
27	Various hydrangea have gone dormant and therefore cannot be inspected after the 30 day establishment period. These planting will need to be inspected in the spring. Various Planting have gone dormant and will need to be inspected in the spring. Some plants were damaged while completing the fountain equipment install; inspection will be needed in the spring to verify replacment. Sod will be inspected in the spring to verify establishment.	6/27/2019	Spring inspection for vegetaion to verify establishment. Eight (8) Prairie Grasses have died.
28	Sod in the East and West Parcels needs to be rolled.	10/15/2018	
29	<del>Brick ledge under LED Acrylic panels needs to be finished differently than as shown in the engineering plans. It has been suggested that a cast stone could be installed in instead of stainless steel flashing and flashing tape.</del>		HR Green has measured the locations and will submit a sketch to Copenhaver to install cast stones at these locations.
30	After LED Acrylic Panel install there are locations where paint needs to be removed from the brick and places where unpainted block is showing. Remove paint and touch up painted block as needed.		This is a weather dependent item and should be completed in the spring.

31	LED Message Boards - Various LED lights are randomly failing. Copenhaver has replaced tiles were major failure has occurred. After a month of run time reevaluate lights and repair as needed.	6/27/2019	Allow run time to occur on the message boards prior to replacement of LED Tiles. No Issues observed 06/27/2019 and light sensor is operational.
32	Message Board is <del>not</del> equipped with a light sensor to control brightness of panel during daylight and nightlight hours.	6/27/2019	<del>Copenhaver to contact supplier to determine course of action.</del> Message Board is equipped with a temperature probe and light sensor; cable is being ship to wire probe and sensor to the control panel. Light sensor is operational
33	Irrigation Controller - NE Parcel - New panel not wired; wire in the new controller and remove the temp controller.	6/1/2019	
34	Irrigation Controller - NW Parcel - Need permeant power to the new controller.	6/1/2019	
35	Water Plumbing in the Clock Tower has failed City inspection. No sweated fitting allowed before the City Water Meter.		Copenhaver has sent a AUP to correct the water issues. Copenhaver was instructed to install a valve ahead of the Meter to avoid reworking the piping. HR Green has requested a copy of the Plumbing Inspection from Copenhaver to varify statement.
36	No Power in the NE Parcel. Copenhaver and the Electrical Contractor to troubleshoot and fix.	12/15/2018	
37	Blots that hold Acrylic Panels are rusting and need o be painted. (Added to Punch List 06/27/2019)		Coppenhaver has painted lower bolts that could be reached on the gound and off a 10' ladder.



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 26, 2019  
Subject: Sidewalk Replacement Program  
Staff Contact: Alan Lange, Assistant Public Works Director  
Department: Public Works

**TITLE:** A Resolution Approving a Contract between the City of Wood Dale and Schroeder & Schroeder, Inc. for the 2019 Sidewalk Replacement Program in an Amount Not to Exceed \$44,406.25

### **RECOMMENDATION:**

Staff recommends a resolution approving a contract between the City of Wood Dale and Schroeder & Schroeder, Inc. for the 2019 Sidewalk Replacement Program in an amount not to exceed \$44,406.25.

### **BACKGROUND:**

The City is responsible for the maintenance and repair of sidewalks that exist on City operated rights-of-way. Each year staff conducts a thorough survey of its sidewalk network and rates each square according to the following criteria:

- Rating 1 – 1.25” deflection or greater. Severe spalling or cracking. Substantial section missing.
- Rating 2 – .5”-1.25” deflection. Moderate spalling or cracking. Small section missing.
- Rating 3 – Less than .5” deflection. Superficial defects. No sections missing.
- Rating 4 – No defects.

The City will then replaces as many squares as the budget will allow beginning with the lowest rated squares. This year 145 squares were scheduled for replacement throughout the City.

### **ANALYSIS:**

The City budgeted \$65,000 for sidewalk maintenance during FY 2020. Bids were opened on September 20, 2019. Two bids were received. Bid results were as follows.



- Schroeder and Schroeder, Inc. - \$44,406.25
- M & J Asphalt Paving Company - \$51,076.25

Both bids were reviewed by staff, and Schroeder & Schroeder, Inc. was determined to be the lowest responsible bidder.

**DOCUMENTS ATTACHED**

- ✓ Bid documents
- ✓ Schroeder bid documents
- ✓ Bid tabulation

**RETURN WITH BID**

Submitted By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**CITY OF WOOD DALE  
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS  
CONTRACT DOCUMENTS  
SPECIFICATIONS**

**FOR**

**CITY OF WOOD DALE – 2019 SIDEWALK REPLACEMENT PROGRAM  
August 31, 2019**

Annunziato Pulice, Mayor

Shirley J. Siebert, City Clerk

Prepared By:

City of Wood Dale, Public Works  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**NOTICE TO BIDDERS**

Sealed bids for the “**2019 SIDEWALK REPLACEMENT PROGRAM**” will be received in the office of the City Clerk, City of Wood Dale, IL 60191 until 10:00 a.m. on the 20<sup>th</sup> day of September, 2019, at which time all bids will be publicly opened and read. All bids must be submitted in a sealed envelope marked in the lower left hand corner “SEALED BID, DO NOT OPEN; PROPOSAL OF [NAME OF BIDDER] FOR THE CITY OF WOOD DALE 2019 SIDEWALK REPLACEMENT PROGRAM.” Specifications may be obtained at the Clerk’s office or by mail/email upon request. This is a prevailing wage project.

Please contact Alan Lange, Assistant Public Works Director, by phone 630.787.3761, or by [email at alange@wooddale.com](mailto:alange@wooddale.com), with any questions regarding the bid.

All proposals must be accompanied by a bid guarantee consisting of a bid bond, a cashier's check, or certified check in the amount of not less than five percent (5%) of the amount of the bid.

Failure of the U.S. Post Office or any other messenger service to deliver the bid on time will not be the responsibility of the City of Wood Dale. The bidders accept full responsibility for timely delivery of their bids. The City of Wood Dale is not liable for any costs incurred in submitting a bid.

The City Council reserves the right to reject any or all bids and to waive any technicalities. The City of Wood Dale also reserves the right to delay the bid opening for a reasonable time and/or to make changes to the project’s specifications by means of bid addendum which will be mailed to all interested parties that have obtained bid documents.

Shirley J. Siebert  
City Clerk

Dated this 31<sup>st</sup> day of August 2019.

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM  
DEFINITIONS**

1. Owner - The officials, employees, and agents of the City of Wood Dale, Illinois.
2. Director - The City of Wood Dale's Director of Public Works or designee.
3. City - The geographic area of the City of Wood Dale, Illinois.
4. Contract - The agreement created by and consisting of the Contract Documents.
5. Contract Documents - The following documents including the Notice to Bidders, Definitions, General Terms and Conditions and Instructions to Bidders, Special Instructions, Proposal, Specifications, Special Provisions, Disclosure of Beneficiaries. Certifications, and attachments, together with all addenda issued prior to the award of the Contract supplementing or modifying any of those documents.
6. Contractor or General Contractor - The party contracting for the work.
7. Days - Unless otherwise stated, days as used herein will be understood to mean calendar days.
8. Completion Date - Date on which the work as described herein is to be completed, as set forth in the Contract.
9. Final Acceptance - The work shall be deemed to have been finally accepted after it has been determined that the Contractor has complied with the Specifications and other Contract Documents.
10. Specifications - Specifications identified in the Contract.
11. Subcontractor - Secondary Contractor engaged by the Contractor.
12. Supplier - Any vendor supplying materials, equipment, or apparatus.

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS**

THE GENERAL RULES AND CONDITIONS THAT FOLLOW APPLY TO EACH FORMAL INVITATION TO BID ISSUED BY THE CITY OF WOOD DALE, UNLESS OTHERWISE SPECIFIED. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE TERMS, CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND NO RELIEF WILL BE GRANTED OR SECURED ON A PLEA OF ERROR.

INSTRUCTIONS TO BIDDERS

1. PROPOSAL FORMS HAVE BEEN FURNISHED: Proposals shall be submitted on the forms provided, properly signed in the appropriate place and submitted in a sealed envelope.
2. LATE BIDS: Bids will opened precisely at the assigned time. Bids received after the assigned time will be rejected and returned unopened to the sender. Formal bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.
3. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
4. SUBMISSION OF BIDS: All bids are to be placed in a sealed, opaque envelope addressed to the City Clerk, City of Wood Dale, Illinois, clearly marked "**SEALED BID, DO NOT OPEN. PROPOSAL OF (NAME OF BIDDER) FOR CITY OF WOOD DALE 2019 SIDEWALK REPLACEMENT PROGRAM.**"
5. SIGNATURES: All signatures shall be in handwriting, and no proposal shall be considered unless properly signed by the bidder or its legally authorized agent or representative, with addresses given in the correct spaces provided in the Proposal and in accordance with the directions set forth.
6. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures, etc., must be initialed by the bidder prior to submission of the bid.
7. TIME FOR RECEIVING BIDS: Bids received prior to the time of opening will be kept secure and unopened. No responsibility will attach to the City Clerk or her representative for the premature opening of a bid not properly addressed or identified. The City Clerk or her representative, whose duty it is to open the bids, will decide when the specified time for opening has arrived, and no bid received after that time will be considered.

8. BIDDERS PRESENT: At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.
9. NO BID RESPONSE: In the event you cannot submit a bid on the Owner's requirements, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
10. BIDDER INTERESTED IN MORE THAN ONE BID: Only one bid can be offered by any one vendor. A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.

Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE proposal. If an alternate is included in the bid and it was not requested by the Owner, the first proposal seen by the Owner will be read, and the other will not be considered.

11. CERTIFICATIONS AND DISCLOSURE OF BENEFICIARIES: The Bidder is required to complete the forms listed above and return with the Bid Proposal. Failure to complete and return these forms may be considered sufficient reason for rejection of the bid.
12. BID DEPOSIT: When a bid deposit (bid guarantee) is required as indicated in the Invitation to Bid, each bid must be accompanied by a bid bond signed by a surety company authorized to do business in the State of Illinois, or by a cashier's check or certified check in an amount equal to five percent (5%) of the total bid price or the specific amount indicated in the Invitation to Bid.
13. RETURN OF CHECKS: The bid deposit of all except the three (3) lowest responsible, responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the City Council has awarded the contract and the required appurtenances to the contract have been received.
14. ACCEPTANCE OF PROPOSALS: The owner will accept, in writing, one of the proposals within sixty (60) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible, responsive bidder extends the time of acceptance to the Owner.
15. TAX EXEMPTION: The City of Wood Dale is exempt from Illinois Retailers Occupational Tax (Sec. IROETA); the Illinois use tax (Sec. 3, IUTA), and the federal excise tax as an exempt entity (See. 4222, IRC). The City's Tax Exemption Identification Number is E9997-4282-03.
16. PREVAILING WAGE: Under Public Works contracts, the State of Illinois requires that the general prevailing rate of wages in this locality be paid for each craft or type of work hereunder. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. If wage rates change during the

course of the project, the new rates will be available in the Wood Dale City Clerk's Office. This requirement is in accordance with Public Act 86-799.

17. CHANGE ORDER AUTHORIZATIONS: All Change Orders which authorize a net increase or decrease in the cost of the contract by \$10,000 or more or in the time of completion by 30 days or more require a written determination supporting the change, executed first by the Contractor, then by the City Council.

All Change Orders which authorize a net increase or decrease in the cost of the contract by less than \$10,000, or in the time of completion by less than 30 days, require a written determination supporting the change, executed first by the Contractor, then by the City Manager.

Requests for Change Orders must state that the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed and were not within the contemplation of the contract as signed.

18. EQUAL EMPLOYMENT OPPORTUNITY: In the event of the contractor's noncompliance with any provision of the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided, in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

19. AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest responsible, responsive bidder or any other bidder determined by the Owner to be in the best interest of the City of Wood Dale complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the City to accept it. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Wood Dale upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Wood Dale, or had failed to perform faithfully any previous contract with the City of Wood Dale. The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interests of the City.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Owner:

- A. The ability, capacity and skill of the bidder to perform the service required within the specified time;
- B. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;



- C. The quality of performance of previous contracts or services with the City of Wood Dale or other clients;
  - D. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City of Wood Dale, the bidder's employment practices and compliance with ADA requirements;
  - E. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - F. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
  - G. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - H. The number and scope of conditions attached to the bid; and
  - I. Such other information as may be secured by the Owner having a bearing on the decision to make the award.
20. ESTIMATED BID QUANTITIES: On "Estimated Bid Quantities," acceptance will bind the Owner to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Owner may purchase as little as zero (0) percent or as much as one hundred fifty (150) percent of the forecasted or estimated quantities.
21. CONTRACTOR PAYMENTS: Contractor will be paid from funds allocated to the project. Payments will be made according to the Local Government Prompt Payment Act (50 ILCS 505).
22. GENERAL GUARANTY: Contractor agrees to save the City of Wood Dale, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee, or owner.

Contractor agrees to protect the City of Wood Dale against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery.

Contractor agrees to pay for all permits, licenses, and fees; and give all notices and comply with all laws, ordinances, and rules of the City of Wood Dale and State of Illinois.

23. ASSIGNMENT: Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to written approval of the Owner.
24. DEFAULT: The contract may be canceled or annulled by the Owner in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award made to the next low Bidder or materials/services specified may be procured on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City of Wood Dale for costs to the City in excess of the defaulted contract prices provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated in the bid, unless extended in writing by the Owner, shall constitute contract default.
25. INSURANCE: The Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Policy shall include the following coverage types:

1. Commercial General Liability Occurrence form with the City of Wood Dale named as additional insured;
2. Owners and Contractors Protective Liability (OCP) policy with the City of Wood Dale named as additional insured;
3. Business Auto Liability Coverage;
4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance;
5. Builder Risk Property Coverage with City of Wood Dale as loss payee; and
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. (Contract Specific).

B. Minimum Limits of Insurance: See attachment "A"

26. QUESTIONS OF THE BIDDER DIRECTED TO THE CITY REGARDING SPECIFICATIONS: If the question pertains to information which is provided in the specifications or the bidder is requesting a clarification of a point which is answerable within the context of the specification, the City Clerk, or designee, may refer the bidder to the location within the specification providing the information which will readily answer the contractor's question.

If the question is a request to deviate from the terms and conditions of the specification or if the bidder needs clarification that is not apparent in the specification such as an interpretation of the drawings, specifications, or the bid documents, the bidder must make such an inquiry in writing to Shirley Siebert, City Clerk, City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, IL 60191. Phone Number: (630)766-4900. The City Clerk will then respond in writing in the form of an addendum to the specifications to all those who receive bid packages. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids will be given any consideration. Oral answers will not be binding on the City of Wood Dale.

27. SPECIAL CONDITIONS: Whenever special conditions are written into the Specifications, Special Provisions, or Special Instructions which conflict with conditions stated in these General Terms and Conditions and Instructions to Bidders, the conditions stated in the Specifications, Special Provisions, or Special Instructions shall take precedence.

**ATTACHMENT "A"**  
**INSURANCE REQUIREMENTS**

<u>Type of Insurance</u>	<u>Limits of Liability</u>
General Liability:	Property Damage:
Comprehensive Form	\$1,000,000 each occurrence
Premises – Operations	
Products/Completed Operations	
Hazard	
Contractual Insurance	
Broad Form Property Damage	Bodily Injury:
Independent Contractors	\$1,000,000 aggregate
Personal Injury	
Explosion and Collapse Hazard	
Underground Hazard	
 Automobile Liability:	 Bodily Injury and Property
Comprehensive Form	Damage Combined:
Owned	\$1,000,000 each occurrence
Hired	
Non-owned	
 Excess Liability:	 Bodily Injury and Property
Umbrella Form	Damage Combined:
	\$2,000,000 each occurrence
	\$2,000,000 aggregate
 Worker’s Compensation and Employer’s Liability:	 \$500,000 each accident

The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims or suits arising out of operations performed by or on behalf of the Contractor.

If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company’s liability under the insurance policy shall not be reduced by the existence of such other insurance.

A. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City of Wood Dale, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the City of Wood Dale.

B. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Verification of Coverage

Contractor shall furnish the City with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on the forms provided by the City and are to be received and approved by the City before any work commences.

D. Assumption of Liability

The contractor assumes liability for all injury or death of any person or persons including employees of the contractor, or any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons so occasioned by or in any way arising out of any work performed pursuant to this agreement.

E. Regulatory Requirements

Contractor bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

F. Contractor's Drug-Free Workplace Certification

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the bid packet.

G. Sexual Harassment Policy Certification

The contractor, pursuant to Illinois compiled statutes 775 ILCS 5/2-105 (A) (4), must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

#### H. Indemnity/Hold Harmless

The Contractor hereby agrees to indemnify and defend the City of Wood Dale, its officers, agents, and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by the Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death, or damage shall have been caused solely by the negligence of the City of Wood Dale, its officers and employees, or any of them. The City of Wood Dale shall be entitled to withhold from any payment otherwise due pursuant to the Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death, or property damage resulting from the performance of the work hereunder.

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**-SPECIAL INSTRUCTIONS-**

1. Return With Bid:
  - a) Cover Sheet;
  - b) Signed Proposal;
  - c) Bid guarantee consisting of a bid bond, a cashier's check, or certified check in an amount not less than five percent (5%) of the amount of the bid;
  - d) Completed Disclosure of Beneficiaries Form;
  - e) Signed Certification Forms;
  - f) Completed References Form listing similar projects; and
  - g) Location and description of Bidder's office or permanent place of business.



**RETURN WITH BID**

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**-PROPOSAL-**

Honorable Mayor and City Council  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*Continued on next page\*\***

# RETURN WITH BID

## BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2019 Sidewalk Replacement Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

### **2019 SIDEWALK REPLACEMENT PROGRAM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	SIDEWALK REMOVAL & REPLACEMENT	3625	SF	\$	\$
2.	DRIVEWAY REMOVAL & REPLACEMENT	0	SY	\$	\$
<b>TOTAL:</b>		<b>3625</b>	<b>SF</b>	<b>\$</b>	

# RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$\_\_\_\_\_ (5%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

**THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.**

# RETURN WITH BID

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness \_\_\_\_\_ Hand(s) and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
my/our

If an individual, sign  
and give address.

\_\_\_\_\_  
Address \_\_\_\_\_

If partnership, sign all  
individual names and  
give address of each  
partner.

\_\_\_\_\_  
Partnership Name

Name and address of  
individual partners.

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

If corporation, officers duly  
authorized should sign,  
attach corporate seal.

\_\_\_\_\_  
Corporate Name

ATTEST:

\_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

-CORPORATE SEAL-

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**CONTRACT**

This CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “**City**”), and \_\_\_\_\_, an Illinois corporation (hereinafter “**Contractor**”);

**RECITALS**

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “**Work**”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

**I. SCOPE OF SERVICES**

The Scope of Services shall be as set forth in the “Notice to Bidders”, “Instructions to Bidders”, “Special Instructions”, “Technical Specifications”, “General Requirements”, “Specifications”, and “Special Provisions” prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

**II. PERFORMANCE OF WORK**

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

**III. PAYMENT TO THE CONTRACTOR**

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the

prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City.

VII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed

amendment hereof, or Change Order as herein provided.

**XX. APPLICABLE LAW**

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18<sup>th</sup> Judicial Circuit Court of DuPage County, State of Illinois.

**XXI. NEWS RELEASES**

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

**XXII. COOPERATION WITH OTHER CONTRACTORS**

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

**XXIII. NOTICES**

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys  
City Manager  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

With a copy to:

Shirley J. Siebert  
City Clerk  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

If to Contractor:

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

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

ATTEST:

\_\_\_\_\_  
Annunziato Pulice, Mayor

\_\_\_\_\_  
City Clerk

CONTRACTOR:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

# RETURN WITH BID

## CITY OF WOOD DALE 2019 SIDEWALK REPLACEMENT PROGRAM

### **-DISCLOSURE OF BENEFICIARIES-**

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services. or miscellaneous (explain miscellaneous):

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

3. Nature of Applicant: (Please check one)

- a. Natural Person: \_\_\_\_\_
- b. Corporation: \_\_\_\_\_
- c. Land Trust/Trustee: \_\_\_\_\_
- d. Trust/Trustee: \_\_\_\_\_
- e. Partnership: \_\_\_\_\_
- f. Joint Venture: \_\_\_\_\_

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

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

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

Name	Address	Interest
------	---------	----------

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

\_\_\_\_\_



IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

I, \_\_\_\_\_, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: \_\_\_\_\_  
(Authorized Signature and Title)

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11  
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that \_\_\_\_\_ is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND  
ROTATING - - KICKBACKS - - BRIBERY**

**PUBLIC ACT 85-1295  
S.B. 2002**

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly: Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

**ARTICLE 33E. PUBLIC CONTRACTS**

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patter over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most

recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: \_\_\_\_\_

DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_(SEAL)

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

(Signature and Date)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

(Secretary)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

(Notary Public)

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**CERTIFICATION**

\_\_\_\_\_ (hereinafter referred to as “Contractor”)  
having submitted a bid/proposal for \_\_\_\_\_ to the City of Wood Dale,  
DuPage County, Illinois, for \_\_\_\_\_, hereby certifies  
that:

5/2-105(A) (4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor’s internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**CONTRACTOR’S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. (“Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee’s of contractor’s workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace:
  - (2) The grantee’s or contractor’s policy of maintaining drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Agent of Contractor

# RETURN WITH BID

## CITY OF WOOD DALE 2019 SIDEWALK REPLACEMENT PROGRAM

### CERTIFICATIONS

\_\_\_\_\_, being first duly sworn, deposes and states that he is \_\_\_\_\_ of \_\_\_\_\_ (Partner, Officer, Owner, etc.)

\_\_\_\_\_  
(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding;, and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

**INDIVIDUAL:**

Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

**PARTNERSHIP:**

Partnership Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Insert Names and Addresses of All Partners: \_\_\_\_\_

\_\_\_\_\_

**CORPORATION:**

Corporate Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Insert Names of Corporate Officers

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Attest: \_\_\_\_\_

# RETURN WITH BID

## CITY OF WOOD DALE 2019 SIDEWALK REPLACEMENT PROGRAM

### -REFERENCES-

Name of Bidding Firm: \_\_\_\_\_  
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_

2. Company Name/Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_

3. Company Name/Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_



**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS**

**BASE WORK:**

THE WORK TO BE COMPLETED UNDER THIS CONTRACT CONSISTS OF REMOVAL AND REPLACEMENT OF HAZARDOUS SIDEWALK SQUARES FOR THE 2019 SIDEWALK REPLACEMENT PROGRAM FOR THE CITY OF WOOD DALE.

**GENERAL SPECIFICATIONS**

**1. LOCATION OF THE WORK**

The location of the work will be within the public rights of way in the City of Wood Dale, Illinois (please see attached map for specific areas). The estimated quantity of sidewalk is 3,625 square feet.

**2. DESCRIPTION OF THE WORK**

The work included in this contract consist of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of sidewalk removal and replacement as well as any other incidental and miscellaneous items of work in accordance with the Standard Specifications and these special provisions.

**3. CONDITIONS**

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

**4. BID SECURITY**

**41** Each Bid must be accompanied by Bid security made payable to the City in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

**42** Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of an A.M. Best Co. Rating of A V.

**5. ADJUSTMENTS TO THE CONTRACT**

Prospective Bidders are forewarned that the City of Wood Dale reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

**6. DAMAGES TO PROPERTY**

The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the City. The City shall be held harmless for all liability under the Scope of Work of this contract.

**7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES**

**7.1** The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

**7.2** Should the CONTRACTOR fail to complete the work by **November 29, 2019** or within such extended time as may have been allowed the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Five Hundred dollars (\$500.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

**7.3** Any penalty or liquidated damages owed the City may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the City will sustain for each calendar day of the delay in final completion of the work.

**8. TRAFFIC CONTROL**

**8.1** The Contractor will be responsible for all traffic control, including but not limited to barricades, signs, flagmen, etc., to maintain a smooth flow of traffic through the job sites.

**8.2** The Contractor shall ensure that all traffic control devices installed by him are operations 24 hours a day including Sundays and Holidays. This also applies to barricades placed along the sidewalk to provide warning to pedestrian traffic. Should the City be required to provide additional or supplemental traffic control devices or barricading for pedestrians the Contractor shall be charged at the rate of eighteen (\$18) dollars per barricade per day plus a twenty-five (\$25) dollar delivery and pick-up charge. All barricades shall be D.O.T. Class II with reflective striping and either blinking or steady burn lighting.

**9. SAFETY**

**91** The importance the City attaches to safety cannot be overemphasized. The City reserves the right, at its discretion, to stop work or disallow payment for any work performed where the proper safety precautions were not being observed.

**92** Proper warning signs, barricades and / or other protective devices must be provided by the Contractor. These shall be in accordance with the Manual of Uniform Traffic Control Devices.

**10. REMOVAL**

In order to minimize the potential damage to parkways, adjoining private property and tree root systems, all sidewalks to be removed shall be removed with equipment operated from the street pavement. **Preferred removal equipment shall be a “Gradall” (or similar method) or by hand or a combination of these methods.** The use of skid steer equipment will be allowed at the discretion of the Director of Public Works or his designee. If skid steer equipment is permitted the Contractor shall protect existing sod by covering with boards or other protective material. **Any damage to sod due to lack of proper protection from equipment shall be replaced at Contractors expense according to the provision listed under PART II Technical Specifications Number 7. Additional Parkway Restoration.** Any sidewalk or sidewalk related work which is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway or on the street pavement under any circumstances. There shall not be stockpiling of stone, other materials, tools, form work or equipment on any parkway. There shall not be any machinery parked, stored or operated on the parkway at any time. The Contractor shall have sufficient chutes, pumps, carts, buggies or wheel barrows on hand to eliminate ready-mix trucks from either driving or backing onto parkways.

**11. JOB SITE PROTECTION**

The Contractor shall be responsible for protection of the job site after each pour until curing has been accomplished and new concrete is resistant to damage including vandalism. If the City determines that the Contractor is not providing adequate protection, the City will assume job site protection responsibilities with deductions for employee time and / or overtime being made from final payout, after the Contractor has been notified of poor job site protection through written notice. Sidewalk that is vandalized or damaged and that cannot be reworked shall be replaced at the expense of the Contractor.

**12. SITE CLEANLINESS / SPOIL DISPOSAL**

**121** The Contractor shall maintain a clean job site at all times. All spoil spillage, concrete slop or spill shall be immediately cleaned up from turn areas, adjoining walk, driveways or aprons and the street. No concrete truck washout of chutes will be allowed on any street, parkway or in any sewer. The Contractor is to provide containment and removal of excess concrete. No equipment or materials are to be stored in the street or parkway.

**122** Disposal of all spoil materials (concrete or soils), shall be considered incidental to this contract. The City will not provide any site(s) for any spoil materials on a temporary or permanent basis.

### **13. ELEVATIONS**

**131** The Contractor shall be required to excavate and remove soil or other materials under existing sidewalk or otherwise shall permit the thickness of the finished sidewalk to be in accordance with the specifications set forth herein and to provide a continuous, uninterrupted and level walk. This work will not be paid for separately but shall be considered incidental to the cost of the sidewalk.

**132** The Contractor shall be responsible for necessary connections to private service walks to provide a smooth and level transition with adjoining public walks where elevations of public walk are altered from original existing walk.

**133** The Contractor is responsible for meeting the ADA compliance.

### **14. DRIVEWAY CROSSINGS**

**141** When walk removal intersects private driveways the Contractor shall give notice to the respective homeowner 24 hours before work commences at that location so that the necessary vehicles can be removed.

**142** When crossing a bituminous driveway the Contractor shall make a saw cut six (6) inches across drive to allow for form work prior to walk removal.

**143** The Contractor shall be responsible for restoration of driveways and driveway aprons where damaged during removal or replacement operations.

**144** Restoration of driveways and aprons shall be completed within two (2) days after concrete placement at that location.

### **15. RESTORATIONS**

Upon completion of each pour, the Contractor shall be responsible for the restoration of the project. This restoration, including grasses, trees, shrubs and related landscape items, shall generally be within six inches of the sidewalk and shall be incidental to the sidewalk construction. Complete restorations of disturbed parkways with approved pulverized topsoil, without stone aggregate, and seed along the back of curb and edges of replaced sidewalk such work shall be considered incidental to the applicable sidewalk payment item. Any damages to adjacent properties or utilities shall be restored to their original condition by the Contractor. Landscape restoration shall be within five (5) days of concrete placement.

**16. DETECTABLE WARNINGS**

Where the public walk intersects with the street, Contractor will ramp walk to provide accessibility for wheelchairs. All walk ramps must comply with the Illinois Department of Transportation Highway Standard 424001-03 which provides for truncated domes and a contrasting color of brick red (detail attached). The detectable warning area will be a 24” x 48” cast-in-place truncated dome warns tiles by Armor Tile Tactile Systems ([www.armor-tile.com](http://www.armor-tile.com)). Other products may be used with approval of the Engineer. Before ordering the detectable warnings, the Contractor shall verify with the Engineer the manufacturer, color, and style of the detectable warnings.

**17. WORK AROUND TREES**

**17.1** The Contractor shall place extreme importance upon the protection and care of trees and shrubs during all times of this project.

**17.2** When walk removal is required around trees, Contractor shall take extra precautions to avoid damage to tree and tree root system as follows. There shall not be stockpiling or storage of materials, tools or equipment within the drip line of any tree. There shall not be any machinery parked, stored or operated within the drip line of any tree. If during construction it becomes necessary to expose tree roots, the Contractor shall contact the Assistant Public Works Director before cutting. A clean vertical cut must be made at the proper root location nearer the tree trunk, as necessary, by means of hand digging around the root and cutting with chain saw, hand saw or other similar method. Ripping, shredding, chopping or tearing will not be permitted. Use of an ax, hatchet, pick ax, machete or knife will not be permitted. Limbs which interfere with equipment operation or sight distances shall also be pruned by City crews. Trees which are subjected to construction injury shall be thoroughly watered, with the number of applications to be directed by the Assistant Public Works Director

**17.3** In the event that a tree is injured such that potential irreparable damage may ensue, as determined by the Assistant Public Works Director , the Contractor shall be held liable for the full value of the tree based upon the guideline entitled Council of Tree and Landscape Appraisers “Guide for Plan Appraisal” – most current edition. The Contractor shall cause to be paid to the City of Wood Dale either by direct payment to the City or a deduction from the contract the full amount of replacement worth as determined by the guideline.

**17.4** Should a tree be injured to a lesser extent, the City of Wood Dale’s Forestry Division or a professional tree contractor approved by the City will handle corrective work and a deduction shall be made from Contractor’s request for payment.

**17.5** Any sidewalk being replaced shall be at least one (1’) foot from the base of any tree. This may be accomplished by curving the walk into the parkway to maintain a constant five foot walk width or by narrowing the walk around the tree. At no time shall a walk be curved onto private property to avoid a tree; walk shall be narrowed in this instance

## **PART II TECHNICAL SPECIFICATIONS**

### **1. GENERAL**

**1.1** These specifications shall apply to all new construction of or replacement of public pedestrian walkways located within dedicated public right-of-ways with the City of Wood Dale.

**1.2** Wherever reference is made to “IDOT Standard Specifications” it shall mean the “Standard Specifications for Road and Bridge Construction, State of Illinois Department of Transportation” adopted April 1, 2016 and all supplemental specification thereto.

**1.3** The items contained within this specification shall serve as a guide to items of specific requirements in the City of Wood Dale.

**1.4** Where reference is made to “The Engineer” it shall be interpreted to mean the Director of Public Works or a designated representative of the Director of Public Works.

### **2. CONSTRUCTION**

**2.1** All pedestrian walkways shall be constructed of Portland Cement Concrete, Type I, constructed in one course on a prepared subgrade.

**2.2** The dimensions of the walkways shall conform as follows:

2.2.1 The walks shall be 5'-0” (five feet) wide and 5” (five inches) in thickness, except at the intersection of driveways and where the sidewalk abuts curb (key walks), where the thickness shall be a minimum of 6” (six inches), (8” through commercial driveways) for that portion of the walk.

### **2.3 FORMS**

Construction shall conform to the requirements of Section 424 of the IDOT Standard Specifications except as modified herein. Formwork for P.C.C. Sidewalk shall be a minimum of 2x6 of steel of equal rigidity and height. **No 2x4 forms will be allowed during construction.**

### **2.4 SUBGRADE**

**2.41** The existing subgrade shall be mechanically tamped or rolled until thoroughly compacted. At locations where sidewalk is constructed at entrances, the sidewalk shall be thickened to the thickness of the adjacent entrance or driveway pavement. This work shall be considered as incidental, and no additional compensation will be allowed. No sidewalk shall be constructed upon any subgrade until subgrade is approved by Engineer.

**2.42** Where filling is required to maintain the grade line of the walkway, the fill shall extend

beyond the walk on each side a minimum of 1'-0" (one foot). The sides shall be graded at a slope of not more than 1' (one foot). The sides shall be graded at a slope of not more than 1' (one foot) in 2' (two feet). This fill material may be crushed aggregate, pit-run gravel, a mixture of gravel and clay, or other material approved by the Engineer. Pea gravel shall not be permitted for fill material. All fill shall be mechanically compacted in layers not greater than 6" (six inches). Any vegetation under sidewalk area shall be removed prior to the placement of the sidewalk or fill. This work shall be considered as incidental, and no additional compensation will be allowed.

**243** If, when replacing walks, the Engineer determines that the existing base course is adequate, it need not be removed; however, fill may be added to adjust or level the grade.

**244** If the Engineer determines that the existing subgrade material is unacceptable regardless of compaction procedures (muddy conditions or silty material), the Contractor shall remove all unacceptable subgrade as directed by the Engineer, and will replace it with proper fill material, as described in Section 2.5.2. This work shall be considered as incidental, and no additional compensation will be allowed.

**245** The Contractor shall notify the Engineer at least twenty-four (24) hours before placing concrete to arrange an inspection. The Engineer shall inspect the base course and framework and give approval before any concrete may be placed.

**246** The subgrade shall be damp, but not muddy, when the concrete is placed in the forms.

## **2.5 EXPANSION JOINTS.**

Expansion joints ½" (one-half inch) thick shall be placed at intervals not exceeding 50' (fifty feet) in the sidewalk. Expansion joints shall also be placed where the sidewalk abuts a curb, and at other areas as directed by the Engineer. (Refer to IDOT Standard Specifications, Article 424.07 and Section 1051).

## **2.6 CONCRETE MIX**

**261** The concrete mix, materials and handling shall follow the specifications and procedures as presented in the IDOT Standard Specifications, Article 424 and Article 1020 for Class SI Concrete.

**262** The maximum slump for concrete, using standard test procedures, is 4" (four inches) for sidewalks and 3" (three inches) for curbs, unless otherwise specified by the Engineer. At the discretion of the Engineer slump tests may be required to check the quality of the mix.

**263** At the discretion of the Engineer, test cylinders will be taken. Two (2) test cylinders, 6" (six inches) in diameter by 12" (twelve inches) in height, shall be made for every 25 CY (twenty-five cubic yards), or fraction thereof, of concrete as directed by the Engineer.

## **2.7 FINISHING.**

**271** Concrete, after being placed to the top of the forms, shall be finished to a true and even surface with floats and trowels. The final troweling shall be done with a steel trowel, leaving a smooth even finish. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, producing a uniform, and slightly roughened surface with parallel brush marks.

**272** The surface shall be divided by grooves constructed across the width of the sidewalk. The grooves shall extend to  $\frac{1}{4}$  (one-quarter) the depth of the sidewalk, shall not be greater than  $\frac{1}{4}$ " (one-quarter inch) in width and shall be spaced at 5' (five foot) intervals. The longitudinal edges of the sidewalk shall be edges as described above.

**273** Refer to the IDOT Standard Specifications, Article 424.06.

## **2.8 CURING.**

After completion of concrete finishing and concrete has sufficiently set-up, the Contractor shall use one of the following methods for curing concrete. With the exception of 2.8.3, the curing material shall remain undisturbed for a minimum period of three (3) days, regardless of weather conditions.

**281** Polyethylene sheeting, at least 4 (four) mils thick and of sufficient size to cover the entire sidewalk in an air-tight manner, shall be used after the concrete has been wetted.

**282** Burlap blankets, sufficient in size to cover the entire sidewalk, shall be placed and kept continuously wet for the specified period, or shall be placed, wetted and covered with the polyethylene sheeting as specified in 2.9.1.

**283** A membrane curing compound approved for the use in State projects, as specified in IDOT Standard Specifications Article 1022.01, shall be applied to the freshly placed and finished concrete, in accordance with IDOT Standard Specifications, Article 1020.13. No membrane compound shall be used when the air temperature is below 40° F (5°C).

## **2.9 SPECIAL PROVISIONS IN COLD WEATHER**

**291** No concrete will be placed when the air temperature is 35° F (2°C) or less, without permission from the Engineer. No concrete shall be placed on ice, snow or frozen surface. The Contractor shall be responsible for all concrete damaged by low-temperatures, and any concrete so damaged shall be removed and replaced by him at his expense.

**292** The Contractor, at his discretion and expense, may add a maximum 1% (one percent) Calcium Chloride, conforming to AASHTO M 144 standards, by weight of cement to the concrete mixture, in order to obtain a high early-strength mixture. Therefore, its use does not justify an elimination or a reduction in the amount of concrete protection.



**2.9.3** If at any time during the three (3) day curing period, it is forecast that the air temperature will be 32° F (0° C) or less, the Contractor shall place 12” (twelve inches) of loose, dry straw on top of whatever curing method the Contractor uses (See 2.8) and shall cover the straw with a layer of polyethylene sheet as specified in 2.8.1. This procedure is to be used as protection due to low temperatures, and shall remain in place until permission for removal is granted by the Engineer.

## **2.10 EQUIPMENT AND OTHER CONSTRUCTION REQUIREMENTS**

The equipment used in mixing, transporting and construction and other construction requirements not mentioned above, shall meet the requirements covered in the IDOT Standard Specifications. All applicable sections of these Specifications shall apply.

### **3. PROTECTION**

It shall be the responsibility of the person or Contractor installing the walkway to protect the work from physical damage (structural or cosmetic). Barricades, covers, watchmen, etc., shall be provided as may be required to provide adequate protection for the Work and the public.

### **4. UTILITY COVER ADJUSTMENTS**

This work shall consist of adjusting existing B-boxes, valve boxes and manhole frames in sidewalk construction areas to the new sidewalk grade. B-boxes and valve boxes shall be adjusted to the proposed grade of the new sidewalk by means of mechanically lifting or screwing the units. Manholes shall be adjusted by removing and/or adding to existing masonry. As required, new pre-cast concrete adjusting rings shall be installed. Frames shall be set and sealed to the masonry with two rows of extrudible preformed plastic gasket. Backfill excavated spaces with compacted granular backfill up to the subgrade of the surrounding walk. The inside surface of the joint between the cast iron frame and the top masonry unit shall be “buttered” with cement mortar after the sidewalk has been placed.

No additional payment will be made for structure adjustments, such work to be considered incidental to the applicable sidewalk payment item. If new B-boxes, valve box covers or manhole frames and covers are required, such parts will be furnished by the City.

### **5. ADDITIONAL DRIVEWAY – PCC**

This work shall consist of the removal of additional portions of existing concrete driveways and approaches at locations directed by the Engineer. Work shall be done in accordance with IDOT Standard Specifications Section 423. Existing concrete shall be neatly saw-cut to a full depth. Driveway concrete shall be Class PV. Thickness of concrete shall be six inches (6 inches), eight inches for commercial drives. Curing and protection shall be in accordance with Article 1020.13 of the IDOT Standard Specifications.

## **6. ADDITIONAL DRIVE – BITUMINOUS CONCRETE**

This work shall consist of the removal of all or part of existing bituminous paved driveways and approaches at locations directed by the Engineer. Existing surface shall be saw cut and removed. Any base aggregate removed with the surface shall be replaced. The aggregate base shall be reshaped if necessary, compacted and primed with MC-30. Driveway areas shall be surfaced with a minimum 3” compacted thickness of Bituminous Concrete Surface Course, Class I, Mix D, Type 2.

**Cold patch may not be used.**

## **7. ADDITIONAL PARKWAY RESTORATION**

At areas indicated by the Engineer, Contractor shall provide topsoil and sod to restore grassy areas where excessive damage has taken place. The restoration shall consist of a 4” (four inch) depth of pulverized topsoil and sod. **Sod shall be a minimum of 24” inches in width.** Sod shall be handled and placed by hand with close joints and no overlapping. The sod shall be laid in strips, edge-to-edge with the joints on the long dimension of the sod staggered. All openings in the sod shall be plugged with sod and all joints shall be filled with topsoil. Immediately after the sod is laid, it shall be sprinkled thoroughly and then tamped or rolled sufficiently to incorporate the sod with the sod beds and insure tight hand joints between the sod strips.

All materials, surface preparations, topsoil placement, sod installation and watering shall be in accordance with Sections 211 and 252 of the IDOT Standard Specifications except for methods of measurement and payment.

Sod shall not be placed between June 15<sup>th</sup> and September 1<sup>st</sup> unless authorized by the Owner. Water for sod shall be supplied from a tank truck which can only be refilled from a hydrant at the Public Works Facility or from a source other than the City of Wood Dale’s water distribution system.

## **8. CLEARING**

Where required to construct the sidewalk and as directed by the Engineer, clearing shall be performed by the Contractor. Clearing shall be limited to the minimum required to install the sidewalk. Clearing work will consist of removing or pruning of small trees (less than 6” D.B.H. (diameter at breast height), brush, stumps, roots and other woody vegetation within the designated sidewalk corridor width. The Engineer, or his/her designee, shall indicate the location and extent of material to be removed or pruned. All material cut or trimmed as part of the clearing process shall be removed from the site and properly disposed of at an off-site disposal or recycling area. Any cutting of brush is to be carried out on foot only. Chain saws, handsaws, brush clearing saws and loppers are permissible, with the approval of the Public Works Supervisor.

## **9. ADDITIONAL CURB REMOVAL AND REPLACEMENT**

This work consists of removing and disposing of the existing curb or curb and gutter which is required for construction of handicap ramps or sidewalk which is broken, otherwise damaged and indicated for removal and replacement by the Engineer, and the replacement with new curb or curb and gutter of a type similar to that which is existing, in accordance with the applicable portions of

Sections 440 and 606 of the IDOT Standard Specifications and as directed as required and herein defined in the project scope of work.

The Contractor shall machine-saw cut a perpendicular clean joint between that portion of the curb or curb and gutter to be removed and that which is to remain in place. Contraction joints shall be located at not more than 20' (twenty foot) intervals between expansion joints. A ¾" (three-quarter inch) performed expansion joint filler shall be placed between the back of new curbing and any existing or proposed abutting paved driveway or sidewalk. Expansion joint shall extend for the full depth of the sidewalk or driveway pavement.

New finished curbing shall be cured by the Membrane Curing Methods in accordance with Section 1020.13 of the IDOT Standard Specifications using Membrane Curing Compound Type II. Concrete placed after October 15<sup>th</sup> shall be sealed with a protective coat in accordance with Section 1023 of the IDOT Standard Specifications.

Public Walk shall be 5' (five feet) wide and 5" (five inches) thick except at intersection of driveways and handicap ramps where the thickness shall be a minimum of 6" (six inches), or as directed by the Engineer.

Wherever walks intersect with other walks, parking lots, driveways or streets. The surfaces shall blend to a common level to allow smooth passage of wheelchairs.

All sidewalks shall be pitched ¼" (one-quarter inch) per foot of width away from property line.

Expansion joints ½" (one-half inch) thick shall be placed at intervals not exceeding 50' (fifty feet) in the sidewalk. Expansion joints shall also be placed where the sidewalk abuts a curb or along the intersection with concrete driveways.

The surface shall be divided by grooves construction across the width of the sidewalk. The grooves shall extend to ¼ (one quarter) the depth of the sidewalk, shall not be greater than ¼" (one-quarter inch) in width and shall be spaced at 5' (five foot) intervals.

Side forms shall be of lumber not less than 2" (two inches) nominal thickness by 5" (five inches).

The use of a single 2" x 4" for form work shall be unacceptable.

The subgrade shall be mechanically tamped or rolled until thoroughly compacted.

Fill material may be crushed aggregate, pit run gravel or a mixture of gravel and clay. Pea gravel shall not be permitted for fill material.

## **10. TRAFFIC CONTROLS**

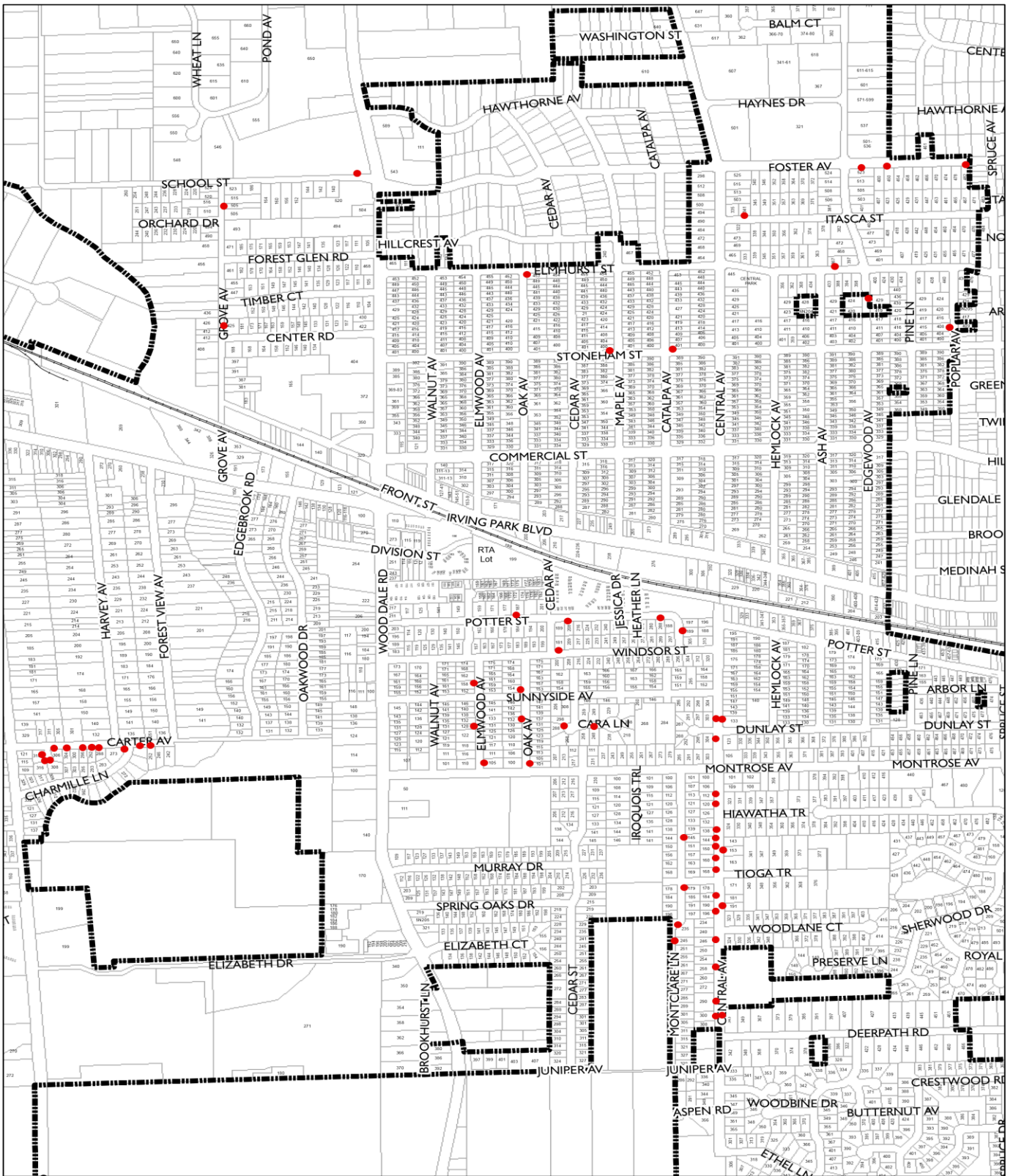
This Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purposes of regulating, warning and guiding

traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Contractor shall submit a traffic detour plan to the Engineer prior to the first pre-construction meeting and shall notify NorCom and Public Works when a street is closed and again when it is opened. The traffic detour plans shall show type of barricades, signs and locations. Separate plans shall be prepared for each construction site. This work will not be paid separately, but is incidental to the work. All required traffic control devices shall be in accordance with the requirements of the agency having jurisdictional control of the roads where the devices will be placed.

**11. ADDITIONAL WORK**

**Should any additional work be required to complete this project and not be already included in the above listed items of work, the work shall be performed in accordance with the specifications and paid at the rates already established under this bid.**

# 2019 SIDEWALK REPLACEMENT PROGRAM MAP



**2019 SIDEWALK REPLACEMENT PROGRAM ADDRESSES**

<b>Sidewalk Replacement Program</b>				
<b>Address</b>	<b>Street</b>	<b>Squares</b>	<b>Ward</b>	<b>Notes</b>
120	S Central	1	1	
300	S Central	1	1	
288	E Potter	2	1	
200	Windsor	4	1	Across street
101	Oak	2	1	
179	Montclare	2	1	
158	Elmwood	1	1	
105	Elmwood	1	1	
154	Oak	2	1	
132	Oak	3	1	
153	S Central	1	1	
195	S Central	2	1	SE corner
208	E Potter	2	1	
189	Catalpa	1	1	Around curve off of Potter
128	Elmwood	2	1	
288	Cara	3	1	
248	Cara	2	1	
304	Dunlay Ct	2	1	
303	Dunlay Ct	4	1	
303	Dunlay Ct	1	1	Across street
112	S Central	2	1	
144	S Central	2	1	
150	S Central	2	1	
160	S Central	2	1	
168	S Central	4	1	
184	S Central	2	1	
196	S Central	2	1	
246	S Central	3	1	
258	S Central	1	1	Driveway notice needed
290	S Central	1	1	
300	S Central	1	1	Across street
138	S Central	2	1	Across street
187	E Potter	1	1	
245	Montclare	1	1	
235	Montclare	3	1	
145	Montclare	2	1	
252	Carter	5	2	
252	Carter	3	2	Lot to the west

308	Carter	2	2	
316	Carter	8	2	Driveway notice needed
318	Carter	3	2	Driveway notice needed
288	Carter	3	2	
296	Carter	8	2	Driveway notice needed
108	Century Dr	3	2	NW corner
	Charmille/Carter	2	2	SW corner
292	Carter	3	2	
304	Carter	2	2	
318	Carter	2	2	Corner house
306	Carter Ct.	2	2	East of Addison Rd.
523	Foster	1	4	Edgewood corner housee
450	Foster	1	4	
482	Foster	3	4	
367	Elmhurst	2	4	
429	Edgewood Ave	1	4	
453	Oak Ave	2	4	
401	Catalpa Ave	3	4	
408	Poplar	3	4	
425	Grove	2	4	
505	Grove	2	4	
520	Wood Dale Rd.	6	4	N side of Schoot St. across from library
341	Itasca	1	4	
400	Maple Ave	2	4	
	<b>TOTAL</b>	<b>145</b>		

\*All sidewalk squares for replacement will be marked by Public Works with paint. If you have any questions regarding location contact Alan Lange, Assistant Public Works Director at (630) 787-3761.

**RETURN WITH BID**

Submitted By: CHRIS SCHROEDER

Company Name: SCHROEDER # SCHROEDER, INC.

Contact Person: MARY BROUNT

Address: 7306 CENTRAL PARK

City, State, Zip: SKOKIE, IL 60076

Telephone: 847-933-0526

Fax: 847-933-0528

**CITY OF WOOD DALE  
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS  
CONTRACT DOCUMENTS  
SPECIFICATIONS**

FOR

**CITY OF WOOD DALE – 2019 SIDEWALK REPLACEMENT PROGRAM  
August 31, 2019**

Annunziato Pulice, Mayor

Shirley J. Siebert, City Clerk

Prepared By:

City of Wood Dale, Public Works  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191



**RETURN WITH BID**

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**


**-PROPOSAL-**

Honorable Mayor and City Council  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: SCHROEDER & SCHROEDER, INC.  
Address: 7306 CENTRAL PARK  
City, State, Zip: SKOKIE, IL 60076  
Signed:  Date: 9/30/19  
Title: PRESIDENT

**\*\*Continued on next page\*\***

# RETURN WITH BID

## BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2019 Sidewalk Replacement Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

### 2019 SIDEWALK REPLACEMENT PROGRAM

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	SIDEWALK REMOVAL & REPLACEMENT	3625	SF	\$ 12.25	\$ 44,406.25
2.	DRIVEWAY REMOVAL & REPLACEMENT	0	SY	\$ 112.50	\$ 0.00
<b>TOTAL:</b>		<b>3625</b>	<b>SF</b>	<b>\$ 44,406.25</b>	

**RETURN WITH BID**

Accompanying this Proposal is a proposal guarantee in the amount of \$ BID BOND (5%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

**RETURN WITH BID**

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness OUR Hand(s) and Seal this 30<sup>th</sup> day of SEPTEMBER, 2019.  
my/our

If an individual, sign and give address.

\_\_\_\_\_  
Address \_\_\_\_\_

If partnership, sign all individual names and give address of each partner.

\_\_\_\_\_  
Partnership Name

Name and address of individual partners.

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

If corporation, officers duly authorized should sign, attach corporate seal.

SCHROEDER & SCHROEDER, INC.  
Corporate Name

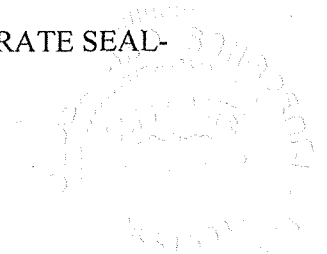
ATTEST:

*[Signature]*

Address: 7306 CENTRAL PARK, SKOKIE, IL 60076

By: *[Signature]*  
Secretary

-CORPORATE SEAL-



**RETURN WITH BID**

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**-DISCLOSURE OF BENEFICIARIES-**

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: SCHROEDER & SCHROEDER, INC.  
Name

7306 CENTRAL PARK, SKOKIE, IL 60076  
Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services. or miscellaneous (explain miscellaneous):

CONCRETE CONSTRUCTION

3. Nature of Applicant: (Please check one)

- a. Natural Person:
- b. Corporation:
- c. Land Trust/Trustee:
- d. Trust/Trustee:
- e. Partnership:
- f. Joint Venture:

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

N/A

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

Name	Address	Interest
a. CHRIS SCHROEDER	7306 CENTRAL PARK, SKOKIE, IL 60076	38%
b. JOSEPH V. VRABEL	7306 CENTRAL PARK, SKOKIE, IL 60076	38%
c. IGNACIO TORRES	7306 CENTRAL PARK, SKOKIE, IL 60076	24%

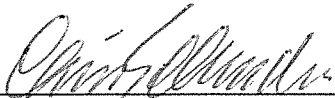
6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

CHRIS SCHROEDER, PRESIDENT

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

I, CHRIS SCHROEDER, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By:   
(Authorized Signature and Title)

Subscribed and sworn to before me this 20<sup>th</sup> day  
of SEPT., 2019.

  
Notary Public



**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11  
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that CHROEDER & SCHROEDER is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: [Signature]  
Date: 9/20/19  
Title: PRESIDENT

**INTERFERENCE WITH PUBLIC CONTRACTING -- BID RIGGING AND  
ROTATING -- KICKBACKS -- BRIBERY**

**PUBLIC ACT 85-1295  
S.B. 2002**

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly:  
Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

**ARTICLE 33E. PUBLIC CONTRACTS**

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patten over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most

recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: \_\_\_\_\_

DATE: 9/30/19

FIRM NAME: SCHROEDER & SCHROEDER, INC. (SEAL)

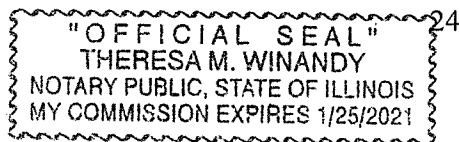
ADDRESS: 7306 CENTRAL PARK, SKOKIE, IL 60076

SIGNED BY: *[Signature]* 9/30/19  
(Signature and Date)  
PRESIDENT  
(Title)

ATTEST: *[Signature]*  
(Secretary)

Subscribed and sworn to before me this 9-30 day of September 2019.

(Notary Public)



*[Signature]*



CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM

CERTIFICATION

SCHROEDER # SCHROEDER, INC. (hereinafter referred to as "Contractor")  
having submitted a bid/proposal for 2019 SIDEWALK REPLACEMENT to the City of Wood Dale,  
DuPage County, Illinois, for \_\_\_\_\_, hereby certifies  
that:

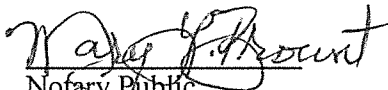
5/2-105(A) (4) including the following information:

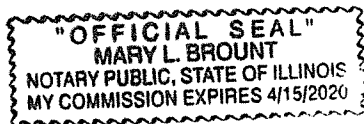
1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By:   
Authorized Agent of Contractor

Subscribed and sworn to before me on this 20<sup>th</sup> day of SEPTEMBER, 2019.

  
Notary Public




**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace:
  - (2) The grantee's or contractor's policy of maintaining drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: 9/20/19

By:   
Authorized Agent of Contractor

# RETURN WITH BID

## CITY OF WOOD DALE 2019 SIDEWALK REPLACEMENT PROGRAM

### CERTIFICATIONS

CHRIS SCHROEDER \_\_\_\_\_, being first duly sworn, deposes and states that he is PRESIDENT \_\_\_\_\_ of  
(Partner, Officer, Owner, etc.)  
SCHROEDER & SCHROEDER, INC. \_\_\_\_\_,  
(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

**INDIVIDUAL:**

Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

**PARTNERSHIP:**

Partnership Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Insert Names and Addresses of All Partners: \_\_\_\_\_

**CORPORATION:**

Corporate Name: SCHROEDER # SCHROEDER, INC.

Signed By: [Signature]

Title: PRESIDENT

Business Address: 7306 CENTRAL PARK, SKOKIE, IL 60076

Business Phone Number: 847-933-0526

Insert Names of Corporate Officers

President: CHRIS SCHROEDER

Secretary: MARY L. BOUNT

Treasurer: JOSEPH V. VRABEL

Attest: [Signature]

**RETURN WITH BID**

**CITY OF WOOD DALE  
2019 SIDEWALK REPLACEMENT PROGRAM**

**-REFERENCES-**

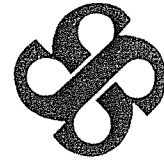
Name of Bidding Firm: SCHROEDER & SCHROEDER, INC.  
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: SEE ATTACHED  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
  
2. Company Name/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
  
3. Company Name/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Work: \_\_\_\_\_



# Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS  
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076  
PHONE 847-933-0526 • FAX 847-933-0528

## REFERENCES (2018):

Village of Schaumburg  
714 S. Plum Grove Road  
Schaumburg, IL 60193  
Brad Hurban  
(847) 923-6647  
Sidewalk, curb & gutter, driveway, pavement

Village of Glenview  
2500 E. Lake Avenue  
Glenview, IL 60026  
Tom Hagerty  
(847) 904-4421  
Sidewalk, curb & gutter, driveway

Village of Glen Ellyn  
20 S. Lambert Road  
Glen Ellyn, IL 60137  
Steve Warner  
(630) 547-5512  
Sidewalk, curb & gutter, driveway, pavement

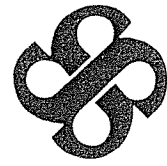
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201  
Rajeev Dahal  
(847) 448-8159  
Sidewalk, curb & gutter, driveway

Village of Arlington Heights  
33 S. Arlington Heights Road  
Arlington Heights, IL 60005  
Jeff Musinski  
(847) 400-7443  
Sidewalk, curb & gutter, driveway, pavement

Village of Niles  
6849 W. Touhy Avenue  
Niles, IL 60714  
Robert Rado  
(847) 787-4497  
Sidewalk, curb & gutter, driveway, pavement



**Schroeder & Schroeder Inc.**



CONCRETE CONTRACTORS  
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076  
PHONE 847-933-0526 • FAX 847-933-0528

**LOCATION OF BIDDER'S OFFICE/PERMANENT PLACE OF BUSINESS:**

Schroeder & Schroeder, Inc.  
7306 Central Park  
Skokie, IL 60076

# OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Schroeder and Schroeder, Inc.  
7306 Central Park, Skokie, IL 60076

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio 44251

a corporation duly organized under the laws of the State of Ohio  
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Wood Dale  
404 N. Wood Dale Road, Wood Dale, IL 6191

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Attached Bid  
Dollars (\$5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2019 Sidewalk Replacement Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20<sup>th</sup> day of September, 2019

Schroeder and Schroeder, Inc.

(Principal) (Seal)

By: Chris Schroeder  
Chris Schroeder, President (Title)

Ohio Farmers Insurance Company

(Surety) (Seal)

Cathie M. Demitropoulos  
Cathie M. Demitropoulos Attorney-in-Fact (Title)



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1212962 02

**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  
**WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY**

of NAPERVILLE 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 21st day of MARCH A.D., 2014 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; 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 20th day of September A.D., 2019 .



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary

**Bid Opening**

**Project:** Sidewalk Replacement Program

**Location:** The City of Wood Dale 404 N. Wood Dale Road

**Date:** September 20, 2019

**Time:** 10:00 A.M.

<b><u>Contractor:</u></b>	<b><u>Bid Bond</u></b>	<b><u>Amount</u></b>
1. Schroeder	✓	44,406.25
2. M+J Asphalt	✓	51,076.25
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		