

## Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

Ph. 847-428-2861 Fax: 847-428-2955

[www.villageofgilberts.com](http://www.villageofgilberts.com)

### VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING AGENDA

**Tuesday, July 14, 2020 - 7:00 p.m. - Village Hall Board Room**

In accordance with recent amendments to the Open Meetings Act that authorize remote meeting attendance during the COVID-19 pandemic, the Village President has determined that it is not prudent or practical to conduct an in-person meeting for all members of the Board and the public due to the pandemic. Therefore, some of the Village Board members may attend this meeting by electronic means, in compliance with the amended OMA.

In order to comply with the Governor's executive orders regarding limitations on gatherings and to ensure social distancing, members of the public are encouraged to attend the meeting remotely via video or audio as follows:

Zoom (video and/or audio): <https://zoom.us/j/98601092373>

Meeting ID: 986 0109 2373

Dial-In (audio): (312) 626-6799

Members of the public can also submit written comments via email at [info@villageofgilberts.com](mailto:info@villageofgilberts.com). Any comments received by 5 pm on July 14, 2020 will be submitted into the record of the meeting.

#### ORDER OF BUSINESS

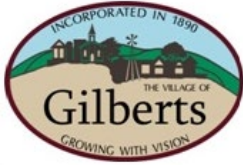
1. **CALL TO ORDER / PLEDGE OF ALLIEGENCE**
2. **ROLL CALL / ESTABLISH QUORUM**
3. **PUBLIC COMMENT\***
4. **ITEMS FOR DISCUSSION**
  - A. Presentation and Discussion of a Utility Meter Reading Software and Drive-by Meter Reading Equipment Upgrade
  - B. Presentation and Discussion of the 2020 Crack Sealing Program and Proposed Contract
  - C. Presentation and Discussion of a Proposed Personnel Policy Change Related to Non-Exempt Personnel Overtime
  - D. Presentation of a Request by Gilberts Development LLC for the Village to Reconsider the Limitation on Building Permit Issuance
5. **STAFF REPORTS**
6. **TRUSTEES' REPORTS**
7. **PRESIDENTS' REPORT**
8. **EXECUTIVE SESSION\***
9. **ADJOURNMENT**

#### \*Executive Session Information

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2( c ) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 ( c ) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2( c ) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 ( c ) 2 Collective negotiating matters.

**\*Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



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**To:** President Zirk and the Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Aaron Grosskopf, Public Works Director  
**Date:** July 14, 2020 Committee of the Whole  
**Re:** Item 4.A: Presentation and Discussion of a Utility Meter Reading Software and Drive by Meter Reading Equipment Upgrade

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The Village of Gilberts Public Works Division is seeking approval to utilize budgeted funds to purchase an upgraded meter reading software and drive by meter reading equipment to replace our current systems. The existing software our utilities department is utilizing is set to become obsolete after this year. Meaning that all future updates and support for the ARB N-Site software and the MRX-920 equipment will cease after the current year. This could cause issues with meter reading and billing if there is a failure in the software or equipment and it is no longer supported by Neptune.

The utilities billing will also see an upgrade with the new Neptune 360 software. The new software will also be able to find discrepancies such as leaks in homes and potential no-flow violations. Not only will this upgrade prevent any issues if the current system were to fail but it will also increase efficiency and productivity during meter readings. Utility Department employees will now be able to use their Village provided cell phones and division tablet to perform meter readings. This will expedite the uploading process enabling the Village to perform more frequent meter readings if inclined to provide a higher level of data to residents.

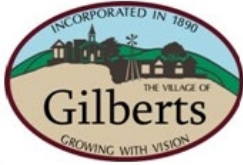
Therefore, the Public Works Department advocates for replacing and upgrading the current software and hardware to prevent any future issues from occurring. I recommend that we transfer over to Neptune's new cloud-based software system Neptune 360 and upgrade to the current MRX 920 Drive- By Unit. The MRX 920 Unit will be replaced by a newer version of the MRX 920, this upgrade is mandatory for the use of the new software as it has capabilities to upload data wirelessly.

The Neptune 360 software also brings with it an annual fee, much like our current meter reading software. The price for the current annual fee comes to roughly \$1,700.00 per year with an annual increase from 3-5% per year. The new fee will start at \$2,006.37 for the first year and follow up with \$2,436.31 and \$2,866.25 for the second and third years respectively. After the first three years there will be a standard yearly increase of 3-5%. The quote provided details these first three years but only includes the first-year price of \$2,006.37.

Due to the nature of the purchase only one quote was sought from Ferguson Waterworks. As Ferguson is the sole supplier of meters for Gilberts having them provide the training and service for the upgrade will ease the transition into this new system. Currently, only two distributors of the Neptune 360 software exist in Northern Illinois (Only 3 in the whole state) limiting the Village's options. We feel in this situation it is practical to stick with familiarity when transitioning into a new phase.

This price also includes monies allocated for training and implementation for the new software and hardware. These items are essential in getting the new software up and running as well as giving Village staff the necessary information and aptitude to utilize these new tools in the most efficient and productive manner.

It is Public Works' recommendation the Village Board of Trustees utilize funds from line item 20-10-5510 (Water Meters) in a not-to-exceed amount of 10,381.00 to Ferguson Waterworks for the purchase of the Neptune 360 Cloud Based Automatic Reading System with the purchase of additional hardware and training. If the Board concurs in the recommendation, Staff will prepare the necessary Resolution for consideration at the July 21, 2020 Village Board Meeting.



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**To:** President Zirk and the Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Aaron Grosskopf, Public Works Director  
**Date:** July 14, 2020 Committee of the Whole  
**Re:** Item 4.B: Presentation and Discussion of the 2020 Crack Sealing Program and Proposed Contract

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In previous years the Village of Gilberts Public Works Division has completed crack filling on an in-house basis utilizing public works crew members to complete the project. This year we are requesting to use budgeted funds originally allocated for in-house crack filling with equipment rental and purchase of materials and instead request to bring in an experienced contractor to perform the work.

Utilizing the Lake County Municipal League (LCML) Joint Bid for crack sealing the Village of Gilberts is able to employ the price established in that bid letting. Being able to apply these prices the Village is able to secure a price of \$1.17 per pound allowing us to perform the same amount of crack sealing and still fall within budget. Bringing in a contractor will free up 4 public works crew members for three weeks that would have usually been spent performing crack sealing operations. This will allow Public Works to complete other much needed projects for the Village. Below is a table of the received bids for the Lake County Municipal League Crack Sealing bid letting:

Contractor	Unit Price
Patriot Paving	\$1.17
SKC	\$1.34

Attached to this document you will find proposed locations for crack sealing as well as a copy of the bid specification for the Lake County Municipal League Crack Sealing Bid.

It is Public Works recommendation the Village Board of Trustees utilize funds from line item 01-03-5460 in a not-to-exceed amount of \$14,500 for crack sealing to Patriot Paving. If the Board concurs in the recommendation, Staff will prepare the necessary Resolution for consideration at the July 21, 2020 Village Board Meeting.

# Planned Crack Sealing Primary Locations

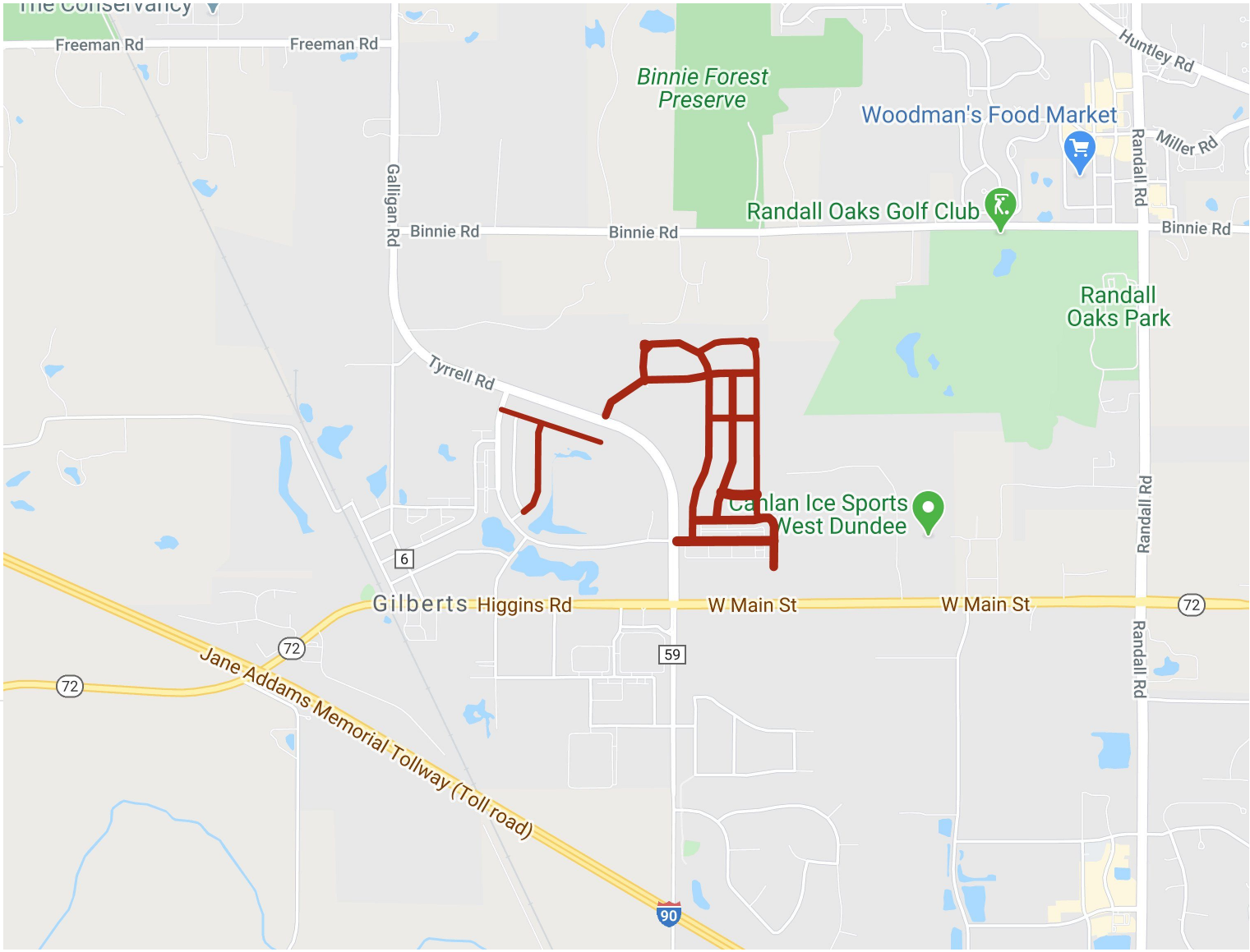
## Town Center

- Jackson Ct.
- Charleston Lane

## Town Center (Continued)

- Columbia Lane
- Rockville lane
- Reston Lane
- Valencia Parkway
- Easton Dr
- Riverside Place
- Fairline Dr.
- Fayetteville Ave
- Town Center Blvd
- Court
- Court (2)

## Primary Crack Sealing Locations for 2020



# Secondary Crack Sealing Locations

## Windmill Meadows Subdivision

- Tyler Creek St.
- Windmill Place
- Tollview Terrace
- Tollview Court
- Park St.
- Park Court

## Secondary Crack Sealing Locations 2020



1874

GENERAL INSTRUCTIONS

# LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM



**BID PACKAGE**

**PART I OF II**

**Sealed Bid Due: 11:30am MARCH 18, 2020**



## GENERAL INSTRUCTIONS

LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM  
1937 MUNICIPAL WAY  
ROUND LAKE BEACH, IL 60073

### PUBLIC NOTICE / INSTRUCTIONS TO BIDDERS

1. Bid Due Date/Time. The Lake County Municipal League, Cooperative Purchasing Program will receive sealed proposals for the work described herein at the Village of Round Lake Beach, 1937 N. Municipal Way, Round Lake Beach, IL, until **11:30am on WEDNESDAY, March 18, 2020.**
2. Description of Work. The proposed Work is described in documents contained in **PART II of this packet.** All work (**THE WORK**) consists of all materials, labor, and equipment for the completion of **THE WORK** in quantities and types for the Municipalities (**OWNER**) listed on the specific **QUANTITY SHEET.**
3. Time of Work. The contract period is from April 1, 2020 to September 30, 2020 and may be extended for up to two additional consecutive years at the Owner's discretion.
4. Legal Compliance. Bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by contractors working on publicly funded projects and Bidders must comply with applicable Illinois Statutory requirements regarding labor, including but not limited to Equal Employment Opportunity Laws. To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. In addition, Bidders must comply with all other applicable federal, state, and local laws, orders, rules, and regulations.
5. Obtaining Bid Package. Bid Packages can be obtained electronically by request to [info@lakecountyleague.org](mailto:info@lakecountyleague.org).
6. Preparation of Proposals. All proposals for the WORK shall be made only on the forms found within the **PART II** of this Bid Package. Complete and submit the **QUANTITY SHEET** for every item for each **COMMODITY.** All proposals must include **QUANTITY SHEETS, SCHEDULE OF PRICES** and all documents bearing an original signature of authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or that contain irregularities of any kind may be rejected.
7. Reduction in the Scope of Work. The **QUANTITY SHEET** is a complete listing of the WORK to be completed. However, due to budgetary constraints, the awarding authority reserves the right to substantially reduce the scope of work to be completed under the contract to fit their budget. No allowance will be made for delay or anticipated profits as the result of a decrease in the quantities of work to be performed.
7. Clarifications. Bidders' questions on the intent or meaning of the documents found within the Bid Package shall be in writing submitted to **LCML COOP REP** listed below. The **LCML COOP REP** will provide a written response to all questions to holders of the Bid Packages. When necessary, clarification will be provided via Addenda to all Bid Package holders. Responses will be sent to the Bidder's Representative electronically, and will be available at Round Lake Beach Village Hall as noted in item 4 above. **OWNER** reserves the right to make corrections, clarifications, or changes in this Notice to Bidders at any time prior to the time proposals are opened. The **LCML COOP REP** will provide Addenda to all Bidder's Representatives of said corrections, clarifications, or changes.
8. Delivery of Proposals. Each shall be submitted in a sealed envelope plainly marked with the title of the **COMMODITY** and Bidder's full legal name and shall be addressed and delivered to the place and before the time set forth in item 10 below. **PROPOSAL/BID** packages may be delivered by mail or in person. **PROPOSAL/BID** documents transmitted electronically by fax or other similar means will not be accepted. **PROPOSAL/BID** received after the time specified above will be returned unopened.
9. Guaranty of Proposals. A bid bond, cashier's check, certified check, or cash in an amount not less than five (5) percent of the bid amount will be required at the time the proposal is delivered.
10. Opening of Proposals. Sealed **PROPOSAL/BID** packages will be publicly opened and read aloud at the Round Lake Beach Village Hall Council Chambers beginning at **11:30am on WEDNESDAY, March 18, 2020.** Bidders, their authorized agents, and interested parties are invited to be present.
11. Withdrawal of Proposals. No **PROPOSAL/BID** shall be withdrawn for a period of sixty (60) days after the opening of any proposal.
12. Rejection of Proposals. **PROPOSAL/BID** documents not submitted on the forms found within the Bid Package or that are not prepared in accordance with the Bid Documents may be rejected, or the **LCML COOP REP** may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with the Bid Documents.
13. Acceptance of Proposals: **PROPOSAL/BID** packages submitted are offers only and the decision to accept or reject by each **OWNER** for each **COMMODITY** is a function of reputation, reliability, quality, expertise, and capability of the Bidder. The **LCML COOP REP** and/or **OWNER** reserves the right to reject any and all proposals; to reject the low price proposal; to waive all technicalities, omissions, errors, erasures, alterations, and additions not called for; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.
14. Award of Contract. **OWNER** reserves the right to make an award which, in its judgment, is the best and most favorable to the interests of **OWNER** and the public. **OWNER** will provide Notice of Award to the successful bidder electronically, and via US Mail within 35 days of Bid Opening.
15. Contract Bond. Upon Award of Contract, the successful bidder shall post, with good and sufficient sureties, a bond in the total amount of the Contract to insure the Work will be completed, including payment of material used on the project, and all labor performed to complete the project.
16. Utility Coordination: The successful bidder and all subcontractors shall be responsible for all locate requests and coordination.

**Lake County Municipal League  
Cooperative Purchasing Program**

**PART I**

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2. Bidder's Proposal (from Part II)
3. Bidder's Sworn Acknowledgement
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**GENERAL INSTRUCTIONS**

**GENERAL INSTRUCTIONS TO BIDDERS**

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## GENERAL INSTRUCTIONS

### 1. Interpretation of Documents and Governing Standards

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

E. Governing Standards. Except as otherwise may be specified in PART II of the Bid Package as a "Special Provision", the IDOT Standards and Specifications for Road and

## GENERAL INSTRUCTIONS

Bridge Construction, Adopted January 1, 2012, and the accompanying Supplemental Specification and Recurring Special Provisions, Adopted January 1, 2015 are adopted and are included herein.

### 2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

### 3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

### 4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

### 5. Insurance, Permits and Licenses

The Contractor is advised that insurance limits and requirements per IDOT Standards and Specifications for Road and Bridge Construction, Section 107.27 will be required for all work unless specifically amended in PART II of the Bid Package for a specific commodity.

Also, except as otherwise may be expressly provided in PART II of the Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

## GENERAL INSTRUCTIONS

### 6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package (Part II). The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

### 7. Signature Requirements

- A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

## GENERAL INSTRUCTIONS

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

### 8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check, Bid Bond or cash as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks, Certified Checks or cash will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and

## GENERAL INSTRUCTIONS

determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

### 9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Public Notice/Instructions to Bidders. All Bidder's Proposals received after the time for the opening of bids specified in the Public Notice/Instructions to Bidders will be returned unopened. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

### 10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

### 11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plan of Bidder that is available for the Work. Information pertaining to financial



## GENERAL INSTRUCTIONS

resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

### 12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

### 13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

## GENERAL INSTRUCTIONS

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### 14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

### 15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

## GENERAL INSTRUCTIONS

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

### 16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

### 17. Basis for Determining Prices

It is expressly understood and agreed that:

1. The approximate quantities set forth in the Schedule of Prices/Schedule of Quantities for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

## GENERAL INSTRUCTIONS

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and release.

### 18. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Part II for the Commodity, and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Part II. Working hours are defined as being from 7:00 am to 6:00 pm, unless otherwise defined in Part II of the Bid Packet, however OWNER reserves the right to negotiate final work hours.

### 19. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

### 20. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

## GENERAL INSTRUCTIONS

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

### 21. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

### 22. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

**BIDDER'S SWORN ACKNOWLEDGEMENT**

**MANDATORY TO RETURN WITH BID**

**Lake County Municipal League  
Cooperative Purchasing Program**

**BIDDER'S SWORN ACKNOWLEDGEMENT**

Matt Sollars ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of ILLINOIS, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Patriot Pavement Maintenance.

The officers of the corporation are as follows:

<b><u>TITLE</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
President	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>
Vice President	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>
Secretary	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>
Treasurer	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>

**BIDDER'S SWORN ACKNOWLEDGEMENT**

**MANDATORY TO RETURN WITH BID**

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

**NAME**

**ADDRESS**

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

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

3. **Individual**

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

**NAME (and ENTITY TYPE)**

**ADDRESS**

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

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

**BIDDER'S SWORN ACKNOWLEDGEMENT**

**MANDATORY TO RETURN WITH BID**

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 4<sup>th</sup> day of March, 2020.

Attest/Witness:

Matt Sollans  
Bidder

By: [Signature]

By: Matt Sullivan

Title: off mngr

Title: PRESIDENT

Subscribed and Sworn to  
before me this 4 day  
of March, 2020

My Commission Expires: 1-5-2022

Kimberly M. Harris  
Notary Public





**BIDDER'S SWORN HISTORY and EXPERIENCE STATEMENT**

**MANDATORY TO RETURN WITH BID**

**Lake County Municipal League  
Cooperative Purchasing Program**

**HISTORY STATEMENT**

    Matt Sollars     ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business:     Asphalt maintenance    

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

___ % Federal	___ % As Contractor	___ % Bidder's Forces
___ % Other Public	___ % As Subcontractor	___ % Subcontractors
___ % Private		___ % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business:     11     years

**BIDDER'S SWORN EXPERIENCE AND WORK HISTORY**

**MANDATORY TO RETURN WITH BID**

**4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<i>/</i>	<i>/</i>	<i>/</i>

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<i>IDOT</i>	<i>Illinois</i>	<i>576c</i>	<i>April 30</i>

**BIDDER'S SWORN EXPERIENCE AND WORK HISTORY**

**MANDATORY TO RETURN WITH BID**

**6. Experience and Work History**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>LCIM</u>	<u>Wiles</u>	<u>Arlington Hts</u>
Owner Address	<u>Multiple towns</u>	<u>6849 w toadys</u> <u>Wiles Ill</u>	<u>114 N Sallans</u> <u>Arlington Hts</u>
Reference	<u>Mandy Florip</u>	<u>Fred Braem</u>	<u>Patrick Smith</u>
Telephone Number		<u>847-875-8414</u>	<u>847-368-5938</u>
Type of Work	<u>Crack Sealing</u>	<u>Crack Sealing</u>	<u>Crack Sealing</u>
Contractor (If Bidder was Subcontractor)	<u>MP</u>	<u>WB</u>	<u>W/A</u>
Total Contract Value	<u>275,000</u>	<u>150,000</u>	<u>200,000</u>
(Sub-Contract Value)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Date Completed	<u>10-2017-12-19</u>	<u>2017-2018-2019</u>	<u>2017-18-19</u>

**SIGNED and DATED** this 4 day of March, 2020

**Bidder Signature** [Signature] - PRESIDENT Title and Print Name Matt Sollars

**ATTEST/WITNESS**

Subscribed and Sworn to before me this 4 day of March, 2020

My Commission Expires: 1-5-2022

[Signature]  
Notary Public



# **BIDDER'S SWORN EXPERIENCE AND WORK HISTORY**

## **MANDATORY TO RETURN WITH BID**

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Page 1 of 1

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets

### SPECIAL PROVISION FOR WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999  
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.  

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

# **LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM**



## **BID SUBMITTAL PACKAGE**

### **PART II**

## **CRACK SEALING**

**Sealed Bid Due: Defined in PART I**

**Lake County Municipal League  
Cooperative Purchasing Program**

**CONTRACT FOR**

**CRACK SEALING**

**TABLE OF CONTENTS**

1. Bid Submittal Cover Sheet and Check List
2. Bidder's Proposal
3. Bidder's Security (Bid Bond and Contract Bond)
4. Attachment A - Special Provisions

**Lake County Municipal League  
Cooperative Purchasing Program**

**BIDDER'S PROPOSAL**

**CRACK SEALING**

Full Name of Bidder Patriot Pavement Maintenance ("Bidder")  
Principal Office Address 825 Seegers Rd - Des Plaines, IL 60016  
Local Office Address 825 Seegers Rd - Des Plaines, IL 60016  
Contact Person Matt Sollars Telephone 847-813-9034  
Contact E-mail Address Matt@patriotpavement.net

TO: Lake County Municipal League ("Owner")  
1937 Municipal Way  
Round Lake Beach, IL 60073

Attention: **LCML COOP REP**

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").**

**Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.**

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for crack sealing; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto. OWNER will set START and COMPLETION dates.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

3. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, Bid Bond or cash as specified in Section 9 of the Invitation for Bidder's Proposals for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security"). If in the form of Bid Bond, utilize attached BLR 12230.

4. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 4 day of March, 2020

Attest/Witness:	<u>Patriot Pavement Maintenance</u>
	Bidder
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>off mngr</u>	Title: <u>PRESIDENT</u>



**Lake County Municipal League  
Cooperative Purchasing Program  
Crack Sealing**

**ATTACHMENT A  
SPECIAL PROVISIONS**

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

**I. AWARD OF CONTRACT**

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as in the Schedule of Prices.

**II. CONTRACT TIME and START DATE**

Contractor shall perform the Work between April 1, 2020 through September 1, 2020, and may be extended for up to two additional consecutive years at the Owner's discretion.

Upon receiving the Notice To Proceed, the contractor shall coordinate work with the OWNER.

All work shall be completed within 14 days of the start date unless otherwise arranged with the OWNER.

**III. DESCRIPTION OF WORK**

The Work described in these specifications consists of performing Crack Sealing for the municipalities listed in the SCHEDULE OF QUANTITIES.

**IV. FUNDING SOURCE**

This maintenance function is funded with either General Revenue or Motor Fuel Tax funds depending on the municipality and is subject to all requirements set forth by the State of Illinois.

## **V. SCOPE OF WORK**

As directed by the OWNER, Contractor shall complete Hot-Mix Asphalt Crack Sealing in the locations determined and laid out by the OWNER. Contractor will be provided a list of addresses and or map of all the work locations with quantities.

## **VI. CRACK SEALING HOT-MIX ASPHALT PAVEMENT**

This work shall be done in accordance with Section 451, 452 regardless of the type of pavement, and Section 701, Traffic Control, of the IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and IDOT Supplemental Specifications and Recurring Special Provisions, adopted April 1, 2016.

The sealing compound shall be of rubber-asphalt hot-poured type conforming to ASTM D6690, Type II and Federal Specification SS-S-164. The contractor shall submit the manufactures specifications for the hot-poured rubber-asphalt materials at least seven (7) days prior to the start of any work.

Primary transverse and/or longitudinal working cracks shall be routed, cleaned, dried and sealed. Any adjacent secondary cracks shall be only cleaned and sealed. Cracks shall be routed as nearly as possible in a straight line, approximately  $\frac{3}{4}$ " wide by  $\frac{3}{4}$ " deep as close to a one-to-one ratio as possible. After routing is completed and prior to filling, dust and debris shall be blown from the crack with compressed air and the crack area shall be exposed to a heat lance in order to ensure the crack is completely dry.

A cover material consisting of dry sand approved by the Engineer or his designee shall be applied immediately to the hot-poured rubber-asphalt sealant to minimize tracking by vehicular traffic. The cost of this work shall be considered incidental to the contract. No additional compensation will be paid for application of a cover coating.

Within 48-hours of completion of the roadway crack filling operations, the work areas shall be cleaned of any debris created from the crack routing and crack sealing process at no additional cost. A sweeper unit shall be utilized capable of sweeping and vacuuming any accumulated debris created from the contractors operations.

All material must be pre-approved by the State of Illinois and proof of approval shall be furnished to the OWNER.

## **VII. CONTRACTOR PREQUALIFICATION**

All contractors and subcontractors in evidence of their competence to perform the work in accordance with Check Sheet LRS6 shall furnish a certified or photostatic copy of an IDOT Certificate of Eligibility precedent to issuance of proposal documents.

## **VIII. COORDINATION WITH THE OWNER**

Contractor shall notify the OWNER at least forty-eight (48) hours prior to the commencement of all work.

## **IX. CONTROL OF WORK**

### **A. PRE-CONSTRUCTION NOTICES**

The OWNER may request that the Contractor provide advance notice of planned work. If requested, the Contractor shall place signage or distribute notices per OWNER'S requirements.

## **X. TRAFFIC CONTROL**

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic signal devices as may be necessary for the purpose of regulating, warning, or guiding traffic and pedestrians. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the SSRB and shall conform to all applicable sections of the Manual on Uniform Traffic Controls for Streets and Highway Construction, Maintenance, Utility and Incident Management Operations. All traffic protection will be considered incidental to the cost of the contract and will not be paid for separately.

## **XI. PAYMENT**

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the OWNER has certified the completion and quality of the Work, payment will be made to Contractor.

The price for CRACK SEALING shall include routing, cleaning, drying the cracks, furnishing and pouring the sealant, cover coating, sweeping, and all incidentals necessary to complete the work as specified and shall be paid for per POUND.

**2020 LCML COOP**

**CRACK SEALING**

**SCHEDULE OF QUANTITIES**

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

Name	Municipality	Email Address	Pounds
Pete Stoehr	Lake Zurich	pstoehr@manhard.com	40,000
Pete Stoehr	Lakemoor	pstoehr@manhard.com	15,000
Moses Amidei	Wadsworth	mamidei@villageofwadsworth.org	10,000
Adrian Marquez	Beach Park	Adrian.marquez@villageofbeachpark.com	23,000
Erika Frable	Hawthorn Woods	EFrable@vhw.org	45,000
Kelsey Langelier	Mundelein	klangelier@mundelein.org	40,200
Scott Hilts	Round Lake Beach	shilts@roundlakebeachil.gov	20,000
Ben Metzler	Green Oaks	bmetzler@rhmg.com	25,000
Adam Wedoff	Round Lake	awedoff@eroundlake.com	15,487
Mike Brady	Libertyville	mbrady@libertyville.com	29167
Ralph Kuhlman	Barrington	rkuhlman@barrington-il.gov	30,000
Beth McAndrews	Deer Park	bmcandrews@vodp.net	24,400
Chaz Hernandez	Lindenhurst	chernandez@lindenhurstil.org	28,000
TOTAL			345,254

**CONTRACTOR'S 2020 SCHEDULE OF PRICES**

**COMPLETE TABLE AS INDICATED**

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Crack Sealing	POUND	345,254	\$ 1.17	\$403,947.18

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets

SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999  
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.  

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Patriot Pavement Maintenance  
825 Seegers Road  
Des Plaines, IL 60016

### SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038  
**Mailing Address for Notices**  
1411 Opus Place, Ste. 450

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Lake County Municipal League Cooperative Purchasing Program  
1937 N. Municipal Way  
Round Lake Beach, IL 60073

Downers Grove, IL 60515

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Cracksealing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2020

(Witness)

(Witness) Witness

Patriot Pavement Maintenance

(Principal)

(Seal)

By:

(Title)

Hudson Insurance Company

(Surety)

(Seal)

By:

(Title)

Stephen T. Kazmer Attorney-in-Fact



State of IL

County of DuPage

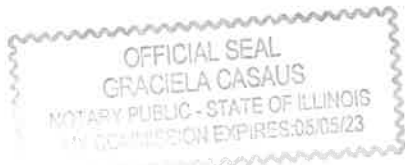
**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Stephen T. Kazmer Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 18th day of March, 2020.



Graciela Casaus

Notary Public

Graciela Casaus

My Commission expires: May 5, 2023



Bond No. Bid Bond



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Stephen T. Kazmer of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested on this 14th day of December, 20 17 at New York, New York.



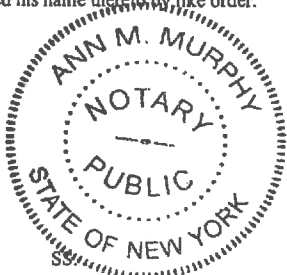
Attest... [Signature]
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY
By [Signature]
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 14th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature]
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:
"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and
FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

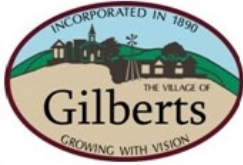
THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 18th day of March, 2020.

(Corporate seal)



By [Signature]
Dina Daskalakis, Secretary



## Village of Gilberts

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
www.villageofgilberts.com

**To:** President Zirk and the Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Aaron Grosskopf, Public Works Director  
Taunya Fischer, Finance Director  
**Date:** July 14, 2020 Committee of the Whole  
**Re:** Item 4.C: Presentation and Discussion of a Proposed Personnel Policy Change  
Related to Non-Exempt Personnel Overtime

---

The Village's Personnel Policy provides guidance regarding when non-exempt employees, not otherwise covered by a collective bargaining agreement, are eligible to receive overtime compensation in accordance with the federal Fair Labor Standards Act.

### Section 3.5.2:

*Overtime hours shall be defined as those hours **worked** by non-exempt employees beyond forty (40) hours per week, as provided by the Fair Labor Standards Act. [emphasis added]*

The Village Personnel Policy provides guidance with respect to recognized holidays.

### Section 5.6.1

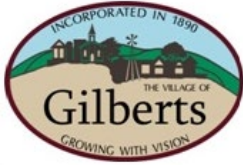
*Holiday recognition and designation shall be set by the Village alone. The following days are **holidays with pay** for all full-time employees of the Village: [emphasis added]*

<i>New Year's Day</i>	<i>Veterans' Day</i>
<i>Presidents' Day</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Friday after Thanksgiving Day</i>
<i>Independence Day</i>	<i>Christmas Eve</i>
<i>Labor Day</i>	<i>Christmas Day</i>

Under the current policy a non-exempt employee working a week during which a recognized Village holiday occurs receives 40 hours of straight time pay; however, the 8 hours from the holiday does not count toward the hours 'worked' for purposes of determining overtime eligibility. Therefore, an employee called-in outside their normal work schedule or required to extend their normal shift would not be eligible for overtime pay until they obtained 40 hours worked, at which time pay would be paid at 1.5 times their base hourly wage.

The proposed change would recognize the 8 hours of holiday pay as time 'worked' for purposes of determining overtime eligibility. This change would make our Personnel Policy consistent with other municipal policies regarding overtime pay for non-exempt personnel. Additionally, this structure is similar to that provided under the Village's existing collective bargaining agreement.

If the Board is agreeable to this proposed change, Staff will work with Ancel Glink to prepare the necessary Resolution.



*Village of Gilberts*  
Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
www.villageofgilberts.com

**To:** President Zirk and the Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** July 14, 2020 Committee of the Whole  
**Re:** Item 4.D: Request by Gilberts Development LLC for the Village to Reconsider the Limitation on Building Permit Issuance

---

Gilberts Development LLC (Troy Mertz) has requested to appear before the Board to request the Board reconsider its previous decision that no additional permits are issued for the Conservancy development prior to the completion of the Water Treatment Plant upgrade and two new wells.

Gilberts Development LLC provided an outline detailing a proposal for up to 371 additional permits – 134 townhomes and 237 single family homes.

The Board has previously discussed the rationale behind the policy of limiting the availability of building permits until such time that the above specified improvements were completed. For reference, included below is a list of meetings where the Board has had discussions on the subject:

- December 18, 2018 Village Board Meeting
- July 17, 2018 Village Board Meeting
- June 26, 2018 Village Board Meeting
- May 15, 2018 Village Board Meeting
- February 13, 2018 Committee of the Whole
- January 2, 2018 Village Board Meeting
- January 31, 2017 Special Village Board Meeting
- January 10, 2017 Committee of the Whole
- December 20, 2016 Village Board Meeting
- September 13, 2016 Committee of the Whole
- July 19, 2016 Village Board Meeting

By way of reference, included below is the current high-level status of the improvements as of July 10, 2020:

- Water Treatment Plant Upgrade: Construction not yet commenced.
- Well No. 5 (Memorial Park): Drilled and pump installed. No power, not yet operational.
- Well No. 5 (Memorial Park) Raw Water Main: Construction not yet commenced.
- Well No. 6 (Barancik Lift Station): Drilled and pump installed. No power, not yet operational.
- Well No. 6 (Barancik Lift Station) Raw Water Main: Installed and pressure tested.

Troy will be present to request the Board reconsider its previous policy and answer any questions.