



## Village of Gilberts

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

### VILLAGE BOARD MEETING AGENDA

**Tuesday, September 19, 2023 - 7:00 p.m. - Village Hall Board Room**

#### ORDER OF BUSINESS

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**2. ROLL CALL / ESTABLISH QUORUM**

**3. PUBLIC COMMENT\***

**4. APPOINTMENTS**

A. Appointment of Lynda Lange as Village Clerk for a Term Ending April 30, 2025

**5. CONSENT AGENDA**

A. A Motion to approve Minutes from the September 5, 2023 Regular Village Board Meeting

B. A Motion to approve Bills & Payroll dated September 19, 2023

C. A Motion to approve the August 2023 Treasurer's Report

**6. ITEMS FOR APPROVAL**

A. A Resolution Approving a Change Order with Copenhaver Construction Inc. for the Conservancy Public Park #1 Project (Resolution 24-2023)

B. A Resolution Approving a Change Order with Water Well Solutions for the Maintenance and Rehabilitation Services at Well 4 (Resolution 25-2023)

C. A Resolution Authorizing Approval of an Agreement with Patriot Paving for the 2023 Crack Sealing Program in an Amount Not-to-Exceed \$16,000 (Resolution 26-2023)

D. A Resolution Authorizing Approval of an Agreement with Ewald Automotive Group for the Purchase of a 2023 F-550 in an Amount Not-to-Exceed \$90,000 (Resolution 27-2023)

E. A Resolution Authorizing Approval of an Agreement with Bartlett Tree Experts for Fall Tree Pruning and Removal in an Amount Not-to-Exceed \$11,500 (Resolution 28-2023)

**7. ITEMS FOR DISCUSSION**

A. Discussion of 2024 Village Work Plan and Priorities

**8. STAFF REPORTS**

**9. TRUSTEE REPORTS**

**10. PRESIDENT'S REPORT**

**11. EXECUTIVE SESSION**

**12. ADJOURNMENT**

**\*Public Comment Policy**

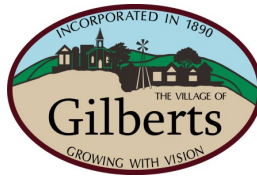
Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to 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

Posted on September 15, 2023 at:

*Village of Gilberts, 87 Galligan Road, Gilberts, IL 60136*

## September 19, 2023 – Village Board Meeting Agenda

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.



**VILLAGE OF GILBERTS**  
**VILLAGE BOARD MEETING MINUTES**  
**TUESDAY, September 5, 2023**  
**Village Hall: 87 Galligan Road, Gilberts, IL 60136**

Trustee Allen submitted a request to participate in the meeting remotely. President Zambetti asked the other members of the board if they would allow Trustee Allen's request.

*A motion to allow Trustee Allen to participate in the Board Meeting remotely was made by Trustee Chapman and seconded by Trustee Vanni. Voice vote of present Trustees carried the motion, - Aye: (5) Trustees Chapman, Vanni, Coats, Redfield, and Marino, / Nay: 0 /Absent: 0 /Abstained: 0.*

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

President Zambetti called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

**2. ROLL CALL / ESTABLISH QUORUM**

Village Administrator Brian Bourdeau called roll. Roll call of Board members present: Trustees, Chapman, Vanni, Allen, Coats, Redfield, and Marino were present, as was President Zambetti. Also present was Finance Director Taunya Fischer and Management Analyst Riley Lynch.

**3. PUBLIC COMMENT**

Mr. Michael Doherty from 27 Wiley Street thanked the Board and staff for their work on Wiley Street's reconstruction.

**4. CONSENT AGENDA**

- A. A Motion to approve Minutes from the August 15, 2023 Regular Village Board Meeting
- B. A Motion to approve Minutes from the August 15, 2023 Special Joint Meeting
- C. A Motion to approve Bills & Payroll dated September 5, 2023

President Zambetti asked if any Board member wished to remove an item from the Consent Agenda. No removals were requested.

*A Motion to Approve Consent Agenda items 4.A-C as presented was made by Trustee Redfield and seconded by Trustee Coats. Roll call votes - Aye: (6) Trustees Chapman, Vanni, Allen, Coats, Redfield, and Marino, / Nay: 0 /Absent: (0) /Abstained: 0*

## 5. ITEMS FOR APPROVAL

### A. A Resolution Authorizing a Partial Reduction in the Performance Security for Neighborhood 2B-2 of the Conservancy (Resolution 23-2023)

Administrator Bourdeau gave an overview of this item. Trustee Marino asked whether the Village has granted reductions in the past. Administrator Bourdeau explained that the Village has granted the reduction previously.

*A Motion to Approve items 5.A as presented was made by Trustee Vanni and seconded by Trustee Chapman. Roll call votes - Aye: (6) Trustees Chapman, Vanni, Allen, Coats, Redfield, and Marino, / Nay: 0 /Absent: (0) /Abstained: 0*

## 6. ITEMS FOR DISCUSSION

### A. Presentation Regarding the Potential Refunding of SSA 15 Bonds

Administrator Bourdeau introduced Mr. Robert Vail from Bernardi Securities who gave a presentation to the board about refinancing bonds for SSA 15 in Gilberts Town Center. Mr. Vail explained that refinancing would just reduce the interest rate on bond payments. This does not extend the term that the bonds need to be paid by.

Administrator Bourdeau asked if the Board would like to pursue refinancing these bonds. The Board confirmed they would. Administrator Bourdeau noted that the parameters of the refinancing will be put together and be brought back before the board in October.

## 7. STAFF REPORTS

Analyst Lynch reported that he had received pricing from Copenhaver Construction for the change order that the Board had discussed in August. The change order would replace one combination tennis/pickleball court with four standalone pickleball courts. He reported that the change would cost \$44,406 in addition to the original project cost. He noted that even with the change order, the mid-October deadline for completion of the project is not planned to change at this time. He asked the Board whether or not they wanted to proceed with this change given the costs. The Board agreed that the project should continue with the change order. Analyst Lynch detailed that he would let Copenhaver know and the change order would come before the Board for official approval at the next meeting.

Administrator Bourdeau reported multiple items:

- There are multiple events occurring this week and weekend:
  - St. Peters Evangelical Lutheran Church is hosting a 9/11 Remembrance Ceremony on September 9<sup>th</sup>.
  - A fundraiser for a resident with Cancer will take place over the weekend up in the Conservancy.



- Project Hope Animal Rescue is hosting a fundraising event called Pawzaplooza this weekend that will have Galligan Road between Pub 72 and Cruisin' closed down from 11am-6pm. No alcohol consumption is allowed outside of the restaurants for this event.
- The Knights of Columbus will be doing their Tootsie-Roll drive at Route 72 and Galligan road this weekend also.
- Staff received a special event and class C liquor license application from Cruisin' for their 20<sup>th</sup> anniversary celebration. The event is proposed for September 30<sup>th</sup>.
- The equipment for the fitness court has been installed. Public works will be preparing an asphalt path from the adjacent sidewalk to the fitness court. President Zambetti and the Board expressed an interest in having a soft opening to allow people to use the amenity before it is officially open.
- Staff received correspondence from the proposed rental community developer, Redwood, that they wish to withdraw their development application.

## 8. TRUSTEE REPORTS

Trustee Vanni detailed a visit he and Administrator Bourdeau had to the area below the I-90 overpass at the end of Raymond Drive. He explained that a pedestrian pathway extending from Raymond Drive to Industrial Drive under the tollway appears possible. After discussion from Trustee Marino, Trustee Allen, President Zambetti, and Administrator Bourdeau, the Board asked staff to investigate this idea more.

Trustee Redfield invited everyone to attend the fundraising event the coming weekend at the Conservancy.

Trustee Marino asked the status of Public Work's tree trimming plan. Administrator Bourdeau replied that Public Works has been receiving quotes for tree trimming service, and staff plan to bring pricing and proposed contractors before the board soon.

## 9. PRESIDENT'S REPORT

## 10. EXECUTIVE SESSION – None

## 11. ADJOURNMENT

*There being no further public business to discuss, a motion to adjourn from the public meeting was made by Trustee Allen and seconded by Trustee Vanni at 8:01 p.m. Voice vote carried unanimously, - Aye: (6) Trustees Chapman, Vanni, Allen, Coats, Redfield, and Marino, / Nay: 0 /Absent: (0) /Abstained: 0*

Respectfully submitted,

*Riley Lynch*

Riley Lynch  
Management Analyst

Department: 00 GENERAL FUND

ANCEL GLINK, P.C.	ESCROWS PAYABLE	715.00
CARD SERVICES	EQUIPMENT & SERVICES	19.95
COMPASS MINERALS AMERICA	MFT RESOLUTION	3,785.20
PROJECT HOPE ANIMAL RESCUE	ZBA/PLAN.COMM. HEARINGS	500.00
PROJECT HOPE ANIMAL RESCUE	ESCROWS PAYABLE	500.00
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Total: 00 GENERAL FUND		5,520.15

Department: 01 ADMINISTRATIVE

ANCEL GLINK, P.C.	LEGAL EXPENSE	15,120.75
AT&T U-VERSE	COMMUNICATIONS	83.76
B&B NETWORKS, INC.	COMMUNICATIONS	83.18
CARD SERVICES	OPERATING EXPENSE	15.99
CARD SERVICES	COMMUNITY RELATIONS	357.16
CARD SERVICES	CONTRACTUAL SERVICES	254.87
FOX VALLEY WEBWORKS, INC.	CONTRACTUAL SERVICES	149.85
ILCMA	OPERATING EXPENSE	50.00
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	114.10
RESERVE ACCOUNT	POSTAGE	200.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	221.00
VERIZON WIRELESS	COMMUNICATIONS	126.51
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	1.39
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Total: 01 ADMINISTRATIVE		16,778.56

Department: 02 POLICE

B&B NETWORKS, INC.	COMMUNICATIONS	83.17
CARD SERVICES	UNIFORMS	129.67
CARD SERVICES	OFFICE SUPPLIES	117.33
CARD SERVICES	MAINTENANCE BUILDING	134.94
CARD SERVICES	TRAINING EXPENSE	183.55
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	24.45
NORTH EAST MULTI-REGIONAL	TRAINING EXPENSE	500.00
P.F. PETTIBONE & CO.	PRINTING	15.00
STEPHEN D. TOUSEY LAW OFFICE	LEGAL EXPENSE	400.00
SWIFT WASH, LLC	MAINTENANCE VEHICLES	83.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	129.00
VERIZON WIRELESS	COMMUNICATIONS	210.85
WRIGHT EXPRESS FSC	GASOLINE	2,706.95
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Total: 02 POLICE		4,717.91

Department: 03 PUBLIC WORKS

B&B NETWORKS, INC.	COMMUNICATIONS	83.17
BLAIN'S FARM & FLEET	SMALL TOOLS AND EQUIPMENT	85.98
CARD SERVICES	MAINTENANCE GROUNDS	788.35
CARD SERVICES	TRAINING EXPENSE	31.99
CENTURY SPRINGS	CONTRACTUAL SERVICES	32.46
CLARKE ENVIRONMENTAL MOSQUITO	CONTRACTUAL SERVICES	2,241.00
COON CREEK SOD FARMS, LLC	MAINTENANCE STREETS	95.60
DEERE & CO AG & TURF SABD & GOV	CAPITAL EQUIPMENT	20,251.51
DISCOUNT TIRE	MAINTENANCE VEHICLES	1,065.28
ECONO SIGNS LLC	SIGNS EXPENSE	419.97
ED'S RENTAL AND SALES INC.	RENTAL-EQUIPMENT	667.00
JQ DESIGN	UNIFORMS	1,282.50
MATTHEW MATTOON	TREE/SIDEWALK REPLACEMENT	275.00
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	124.95
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	159.98
MENARDS - CARPENTERSVILLE	MAINTENANCE STREETS	58.80
NAPA AUTO PARTS	GASOLINE	153.92
NAPA AUTO PARTS	MAINTENANCE EQUIPMENT	286.24

NORTHWESTERN MEDICINE OCCUPATION	CONTRACTUAL SERVICES	25.00
POMP'S TIRE SERVICE, INC.	MAINTENANCE EQUIPMENT	683.93
THE BUG MAN, INC	CONTRACTUAL SERVICES	228.00
VERIZON WIRELESS	COMMUNICATIONS	175.43
WRIGHT EXPRESS FSC	GASOLINE	476.58
Total: 03 PUBLIC WORKS		29,692.64

Department: 04 BUILDING

SAFEBUILT, LLC	BUILDING PERMIT EXPENSE	16,833.16
VERIZON WIRELESS	COMMUNICATIONS	44.42
Total: 04 BUILDING		16,877.58

Department: 06 PARKS

ED'S RENTAL AND SALES INC.	RENTAL-EQUIPMENT	80.00
ELGIN KEY & LOCK CO., INC.	MAINTENANCE BUILDING	424.29
MENARDS - CARPENTERSVILLE	MAINTENANCE EQUIPMENT	247.74
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	53.96
WRIGHT EXPRESS FSC	GASOLINE	415.96
Total: 06 PARKS		1,221.95

Department: 08 GARBAGE HAULING

MDC ENVIRONMENTAL SVCS.	GARBAGE HAULING EXPENSE	58,002.19
Total: 08 GARBAGE HAULING		58,002.19

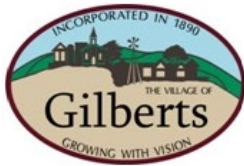
Department: 10 WATER SYSTEMS

B&B NETWORKS, INC.	COMMUNICATIONS	83.17
DYNEGY ENERGY SERVICES	UTILITIES	18,815.01
MACCARB, INC.	RENTAL-EQUIPMENT	151.98
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	24.45
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	47.16
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	426.55
PACE ANALYTICAL SERVICES	LABORATORY TESTING	509.10
THIRD MILLENNIUM ASSOCIATES	PRINTING	424.74
VERIZON WIRELESS	COMMUNICATIONS	338.54
VIKING CHEMICAL COMPANY	CHEMICALS	7,325.10
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	90.84
WRIGHT EXPRESS FSC	GASOLINE	407.15
Total: 10 WATER SYSTEMS		28,643.79

Department: 20 WASTEWATER SYSTEMS

BLAIN'S FARM & FLEET	SMALL TOOLS AND EQUIPMENT	907.37
DYNEGY ENERGY SERVICES	UTILITIES	32,507.69
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	76.57
NICOR	UTILITIES	164.83
SUBURBAN LABORATORIES	LABORATORY TESTING	3,407.53
THIRD MILLENNIUM ASSOCIATES	PRINTING	424.74
WAREHOUSE DIRECT, INC	OFFICE SUPPLIES	90.84
WRIGHT EXPRESS FSC	GASOLINE	407.15
Total: 20 WASTEWATER SYSTEMS		37,986.72

\*\*\* GRAND TOTAL \*\*\* 199,441.49



Village of Gilberts  
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### Memorandum

**TO:** Village President Zambetti and Village Board of Trustees  
**CC:** Brian Bourdeau, Village Administrator  
**FROM:** Taunya Fischer, Finance Director  
**DATE:** September 14, 2023  
**SUBJECT:** August 31, 2023 Treasurer's Report

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Here is a brief snapshot of the Village's Budget vs. Actual as of August 31, 2023 for the General and Water Funds.

<b>General Fund</b>	<b>Budget</b>	<b>Actual</b>	<b>% BDGT Used</b>
Revenues	3,942,639.00	2,548,560.97	65%
Expenditures	3,577,029.00	1,895,989.18	53%
Net of Rev & Exp	365,610.00	652,571.79	

<b>Water Fund</b>	<b>Budget</b>	<b>Actual</b>	<b>% BDGT Used</b>
Revenues	1,542,351.00	672,249.82	44%
Expenditures	1,542,351.00	553,300.52	36%
Net of Rev & Exp	0.00	118,949.30	

The percent of the fiscal year completed as of 8/31/2023 is 50%. The General Fund revenues are at 65% and expenditures are at 53%; Water Fund revenues and expenditures are at 44% and expenditures are at 36%. Looking at all funds, village-wide revenues are at 50%; and expenditures are at 34%.

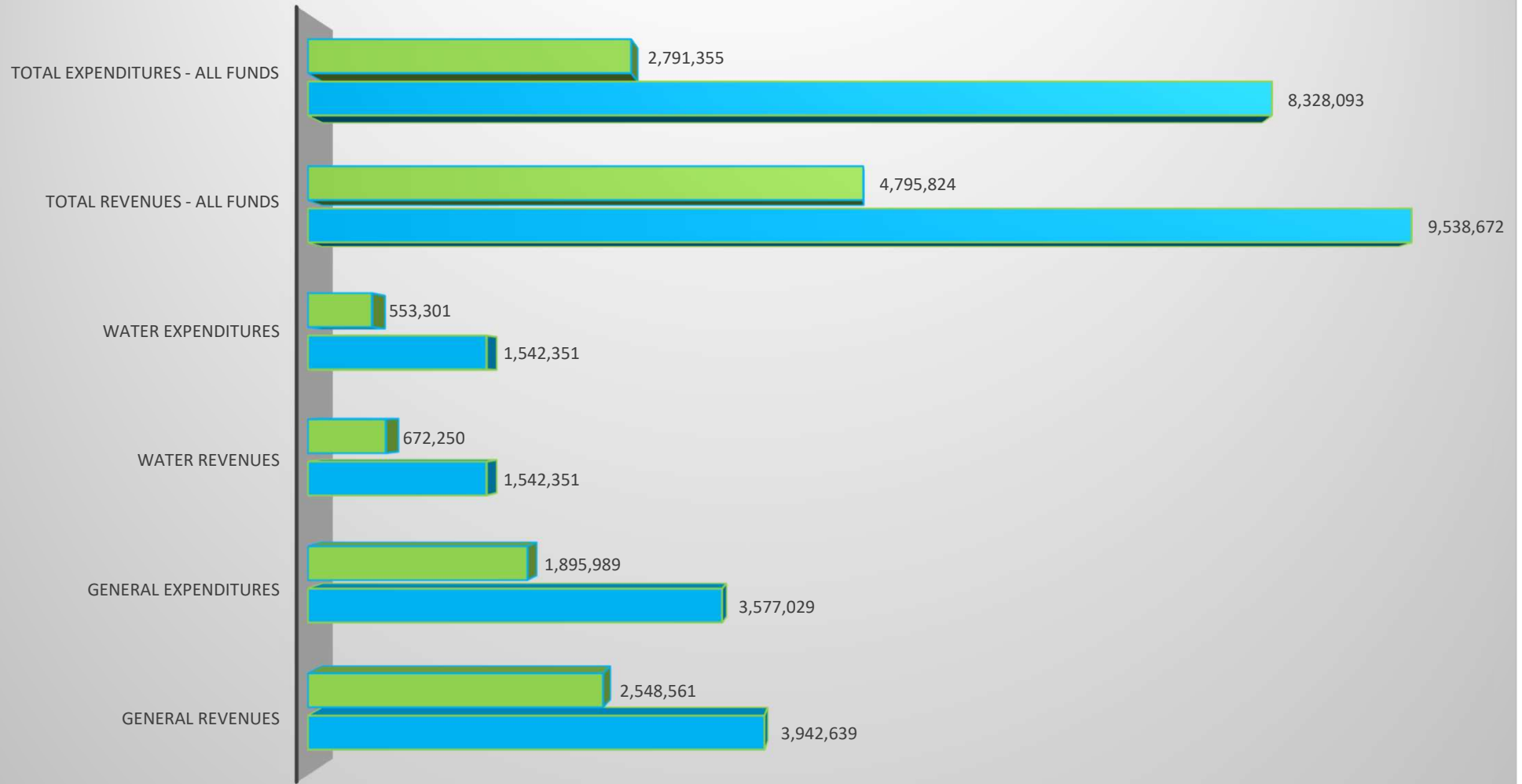
It's hard to believe that we are already halfway through the eight-month stub budget, but here we are. At this stage, we have received 54% of the expected property taxes, which is in line with prior years. All Capital Project transfers were completed in August; thus, the Capital Project revenues are at 100%. All other revenues and expenditures are in line with where they should be for this time of year.

Also included in this report for August 31, 2023 are:  
**Revenue and Expense Budget vs. 08/31/23 YTD** chart  
**Summary – All Funds** report  
**Detail – All Funds** report

Respectfully submitted,  
Taunya Fischer, Finance Director

## Village of Gilberts Revenues vs. Expenditures 12/31/2023 Budget vs. YTD as of 8/31/2023

■ YTD AS OF 8/31/23 ■ 12/31/2023 BUDGET



**REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE**  
**PERIOD ENDING 08/31/2023 - SUMMARY**  
 % Fiscal Year Completed: 50

GL NUMBER	ACTIVITY FOR				
	12/31/2023 BUDGET	YTD BALANCE 08/31/2023	MONTH 08/31/2023	AVAILABLE BALANCE	% BDGT USED
<b>Fund 01 - GENERAL FUND:</b>					
TOTAL REVENUES	3,942,639.00	2,548,560.97	442,377.50	1,394,078.03	65
TOTAL EXPENDITURES	3,577,029.00	1,895,989.18	809,457.02	1,681,039.82	53
NET OF REVENUES & EXPENDITURES	365,610.00	652,571.79	(367,079.52)	(286,961.79)	
<b>Fund 11 - COMMUNITY DAYS:</b>					
TOTAL REVENUES	73,550.00	84,548.78	1,500.00	(10,998.78)	115
TOTAL EXPENDITURES	67,310.00	66,029.57	-	1,280.43	98
NET OF REVENUES & EXPENDITURES	6,240.00	18,519.21	1,500.00	(12,279.21)	
<b>Fund 12 - INFRASTRUCTURE FUND:</b>					
TOTAL REVENUES	1,393,700.00	178,005.51	50,572.32	1,215,694.49	13
TOTAL EXPENDITURES	1,372,500.00	39,225.00	475.00	1,333,275.00	3
NET OF REVENUES & EXPENDITURES	21,200.00	138,780.51	50,097.32	(117,580.51)	
<b>Fund 15 - CAPITAL PROJECTS:</b>					
TOTAL REVENUES	340,100.00	340,100.00	340,100.00	-	100
TOTAL EXPENDITURES	150,000.00	-	-	150,000.00	0
NET OF REVENUES & EXPENDITURES	190,100.00	340,100.00	340,100.00	(150,000.00)	
<b>Fund 20 - WATER SYSTEM:</b>					
TOTAL REVENUES	1,542,351.00	672,249.82	266,572.04	870,101.18	44
TOTAL EXPENDITURES	1,542,351.00	553,300.52	152,133.03	989,050.48	36
NET OF REVENUES & EXPENDITURES	-	118,949.30	114,439.01	(118,949.30)	
<b>Fund 30 - MFT:</b>					
TOTAL REVENUES	680,897.00	195,318.66	38,705.19	485,578.34	29
TOTAL EXPENDITURES	578,353.00	-	-	578,353.00	0
NET OF REVENUES & EXPENDITURES	102,544.00	195,318.66	38,705.19	(92,774.66)	
<b>Fund 31 - PERFORMANCE BOND:</b>					
TOTAL REVENUES	-	3,154.80	829.76	(3,154.80)	100
TOTAL EXPENDITURES	-	1.58	0.40	(1.58)	100
NET OF REVENUES & EXPENDITURES	-	3,153.22	829.36	(3,153.22)	
<b>Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:</b>					
TOTAL REVENUES	317,279.00	174,550.43	6,645.43	142,728.57	55
TOTAL EXPENDITURES	101,000.00	210,857.51	-	(109,857.51)	209
NET OF REVENUES & EXPENDITURES	216,279.00	(36,307.08)	6,645.43	252,586.08	
<b>Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:</b>					
TOTAL REVENUES	944,228.00	472,335.30	81.15	471,892.70	50
TOTAL EXPENDITURES	815,550.00	-	-	815,550.00	0
NET OF REVENUES & EXPENDITURES	128,678.00	472,335.30	81.15	(343,657.30)	
<b>Fund 40 - DRUG FORFEITURE PD ACCOUNT:</b>					
TOTAL REVENUES	15.00	2.50	0.63	12.50	17
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	15.00	2.50	0.63	12.50	
<b>Fund 43 - POLICE PENSION FUND:</b>					
TOTAL REVENUES	303,913.00	126,996.83	-	176,916.17	42
TOTAL EXPENDITURES	124,000.00	25,951.93	-	98,048.07	21
NET OF REVENUES & EXPENDITURES	179,913.00	101,044.90	-	78,868.10	
TOTAL REVENUES - ALL FUNDS	9,538,672.00	4,795,823.60	1,147,384.02	4,742,848.40	50
TOTAL EXPENDITURES - ALL FUNDS	8,328,093.00	2,791,355.29	962,065.45	5,536,737.71	34
NET OF REVENUES & EXPENDITURES	1,210,579.00	2,004,468.31	185,318.57	(793,889.31)	

**REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE**  
**PERIOD ENDING 08/31/2023 - DETAIL**  
**% Fiscal Year Completed: 50**

GL NUMBER	DESCRIPTION	ACTIVITY FOR				
		12/31/2023 BUDGET	YTD BALANCE 08/31/2023	MONTH 08/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND						
Revenues						
Dept 00 - GENERAL FUND						
01-00-3010	PROPERTY TAX	1,359,286.00	733,970.67	21,922.98	625,315.33	54
01-00-3020	PERSONAL PROPERTY REPL TAX	900.00	422.13	28.38	477.87	47
01-00-3030	TAX-SALES	336,000.00	181,611.13	52,155.09	154,388.87	54
01-00-3040	TAX-STATE INCOME	800,000.00	503,966.65	82,630.55	296,033.35	63
01-00-3041	STATE LOCAL USE TAX	206,000.00	106,240.58	25,316.77	99,759.42	52
01-00-3043	CANNABIS USE TAX	13,250.00	4,230.86	1,130.65	9,019.14	32
01-00-3060	LICENSE-LIQUOR	13,900.00	200.00	-	13,700.00	1
01-00-3090	PULLTABS & JAR GAMES TAX	900.00	1,006.86	1,006.86	(106.86)	112
01-00-3100	FEE-BUSINESS REGISTRATION	3,800.00	4,056.00	2,556.00	(256.00)	107
01-00-3110	FEE-CABLE FRANCHISE	36,700.00	16,505.59	3,564.93	20,194.41	45
01-00-3140	UTIL TAX-ELECTRIC	113,400.00	61,235.52	19,948.19	52,164.48	54
01-00-3150	ULT TAX-GAS	67,000.00	34,456.57	5,820.88	32,543.43	51
01-00-3160	CONTRACTOR REGISTRATION	-	3,270.00	760.00	(3,270.00)	100
01-00-3180	ULIT TAX-COMMUNICATIONS	40,000.00	20,759.29	5,450.34	19,240.71	52
01-00-3200	ZBA/PLAN.COMM. HEARINGS	-	1,000.00	500.00	(1,000.00)	100
01-00-3210	MISCELLANEOUS INCOME	5,000.00	3,395.22	825.00	1,604.78	68
01-00-3220	FINES-COURT	11,400.00	4,450.71	1,924.85	6,949.29	39
01-00-3230	FINES-OTHER	2,000.00	2,745.00	525.00	(745.00)	137
01-00-3250	FEES-BUILDING PERMITS	78,000.00	101,180.00	16,174.00	(23,180.00)	130
01-00-3260	OVERWT/SIZE PERMIT FEE	1,500.00	1,240.00	50.00	260.00	83
01-00-3280	BUILDING ENGINEERING FEES	5,000.00	11,040.00	1,695.00	(6,040.00)	221
01-00-3330	PARK PAVILION RENTAL	500.00	690.00	165.00	(190.00)	138
01-00-3410	INTEREST EARNED	34,000.00	221,364.84	59,878.28	(187,364.84)	651
01-00-3440	PARK IMPACT FEES	26,480.00	67,650.00	3,972.00	(41,170.00)	255
01-00-3451	GILBERTS POLICE REPORT REQUEST	135.00	130.00	30.00	5.00	96
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	10,000.00	8,000.00	1,500.00	2,000.00	80
01-00-3480	ANTENNA RENTAL	45,072.00	22,311.64	5,577.91	22,760.36	50

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR		% BDGT USED
		BUDGET	08/31/2023	MONTH	AVAILABLE	
				08/31/2023	BALANCE	
01-00-3500	GRANT REVENUE	6,256.00	-	-	6,256.00	0
01-00-3530	VACANT PROP / BUILDING REGISTRATION	-	200.00	-	(200.00)	100
01-00-3540	RAFFLE LICENSE	60.00	10.00	-	50.00	17
01-00-3560	GARBAGE HAULER LICENSE	400.00	200.00	-	200.00	50
01-00-3580	VIDEO GAMING	104,000.00	56,968.53	12,330.05	47,031.47	55
01-00-3630	MUNICIPAL IMPACT FEE	55,000.00	58,886.16	8,250.00	(3,886.16)	107
01-00-8100	TRANSFERS IN	1,000.00	1.58	0.40	998.42	0
Total Dept 00 - GENERAL FUND		3,376,939.00	2,233,395.53	335,689.11	1,143,543.47	66
Dept 07 - ENHANCED DUI PROGRAM						
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	2,000.00	500.00	-	1,500.00	25
Total Dept 07 - ENHANCED DUI PROGRAM		2,000.00	500.00	-	1,500.00	25
Dept 08 - GARBAGE HAULING						
01-08-3018	GARBAGE REVENUE	534,000.00	295,626.65	102,192.98	238,373.35	55
01-08-3028	FRANCHISE REVENUE -GARBAGE	26,700.00	16,455.15	3,315.65	10,244.85	62
01-08-3080	LATE FEES	3,000.00	2,583.64	1,179.76	416.36	86
Total Dept 08 - GARBAGE HAULING		563,700.00	314,665.44	106,688.39	249,034.56	56
TOTAL REVENUES		3,942,639.00	2,548,560.97	442,377.50	1,394,078.03	65

Expenditures

Dept 01 - ADMINISTRATIVE

01-01-5010	WAGES-BOARD	16,000.00	7,500.00	1,625.00	8,500.00	47
01-01-5020	WAGES-PLANNING AND ZBA	2,100.00	250.00	100.00	1,850.00	12
01-01-5030	WAGES-GENERAL	225,286.00	97,840.78	29,884.66	127,445.22	43
01-01-5040	FICA	6,708.00	6,400.85	1,923.34	307.15	95
01-01-5050	MEDICARE	3,529.00	1,496.93	449.75	2,032.07	42
01-01-5051	STATE UNEMPL TAX	22,000.00	504.02	-	21,495.98	2
01-01-5052	IMRF	23,948.00	10,397.09	3,176.70	13,550.91	43
01-01-5054	GROUP HEALTH INS	31,936.00	8,477.94	2,120.97	23,458.06	27
01-01-5056	WORKER'S COMP INS	42,000.00	-	-	42,000.00	0
01-01-5060	OPERATING EXPENSE	3,500.00	426.20	15.99	3,073.80	12
01-01-5070	DUES	7,785.00	5,801.50	481.50	1,983.50	75
01-01-5080	LEGAL NOTICES	1,600.00	262.20	144.90	1,337.80	16



GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH 08/31/2023	BALANCE	USED
01-01-5090	COMMUNICATIONS	13,260.00	1,045.44	293.45	12,214.56	8
01-01-5100	POSTAGE	2,300.00	600.00	-	1,700.00	26
01-01-5110	PRINTING	7,400.00	1,472.61	-	5,927.39	20
01-01-5150	COMMUNITY RELATIONS	5,500.00	215.31	-	5,284.69	4
01-01-5190	RENTAL-EQUIPMENT	3,441.00	1,637.82	372.23	1,803.18	48
01-01-5200	OFFICE SUPPLIES	2,667.00	1,323.97	355.11	1,343.03	50
01-01-5210	NISRA EXPENSE	900.00	-	-	900.00	0
01-01-5230	LEGAL EXPENSE	50,000.00	33,357.60	24,499.84	16,642.40	67
01-01-5240	ACCOUNTING SERVICES	48,000.00	41,188.00	36,188.00	6,812.00	86
01-01-5270	BANK FEES	175.00	25.00	-	150.00	14
01-01-5310	INSURANCE LIABILITY	48,000.00	-	-	48,000.00	0
01-01-5320	INSURANCE VEHICLES & EQUIP.	11,000.00	-	-	11,000.00	0
01-01-5360	ENGINEERING SERVICES	25,800.00	-	-	25,800.00	0
01-01-5370	GASOLINE	-	47.75	47.75	(47.75)	100
01-01-5400	MAINTENANCE EQUIPMENT	600.00	-	-	600.00	0
01-01-5410	MAINTENANCE BUILDING	4,000.00	-	-	4,000.00	0
01-01-5450	CONTRACTUAL SERVICES	62,757.00	8,354.05	276.70	54,402.95	13
01-01-5480	CAPITAL EQUIPMENT	8,500.00	4,202.39	-	4,297.61	49
01-01-5491	EMPLOYEE ENGAGEMENT	3,000.00	-	-	3,000.00	0
01-01-5560	VILLAGE PLANNER SERVICES	40,000.00	9,350.00	2,470.00	30,650.00	23
01-01-5580	TRAINING EXPENSE	24,105.00	-	-	24,105.00	0
01-01-5661	73 INDUSTRIAL PRINCIPAL	30,000.00	11,527.77	4,619.30	18,472.23	38
01-01-5671	73 INDUSTRIAL INTEREST	15,000.00	6,024.93	2,401.78	8,975.07	40
01-01-5960	REIMBURSED EXPENSES	-	65,550.00	65,000.00	(65,550.00)	100
01-01-8500	TRANSFERS OUT	1,050.00	1,050.00	-	-	100
Total Dept 01 - ADMINISTRATIVE		793,847.00	326,330.15	176,446.97	467,516.85	41
Dept 02 - POLICE						
01-02-5030	WAGES-POLICE	650,812.00	348,640.19	113,768.23	302,171.81	54
01-02-5031	WAGES - HOLIDAY WORKED	17,308.00	5,999.29	-	11,308.71	35
01-02-5032	WAGES - OVERTIME	11,819.00	10,678.05	4,824.63	1,140.95	90
01-02-5040	FICA	39,633.00	22,004.73	7,184.41	17,628.27	56
01-02-5050	MEDICARE	9,269.00	5,146.28	1,680.25	4,122.72	56
01-02-5052	IMRF	3,484.00	1,964.54	615.96	1,519.46	56

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH 08/31/2023	BALANCE	USED
01-02-5054	GROUP HEALTH INS	108,290.00	43,071.58	11,278.20	65,218.42	40
01-02-5058	UNIFORMS	11,800.00	4,690.32	2,802.53	7,109.68	40
01-02-5060	OPERATING EXPENSE	2,834.00	1,344.94	15.00	1,489.06	47
01-02-5070	DUES	3,460.00	2,815.85	200.85	644.15	81
01-02-5090	COMMUNICATIONS	6,173.00	2,316.87	575.10	3,856.13	38
01-02-5110	PRINTING	1,000.00	121.00	-	879.00	12
01-02-5170	PUBLICATIONS/BROCHURES	150.00	-	-	150.00	0
01-02-5180	SMALL TOOLS AND EQUIPMENT	750.00	8.92	-	741.08	1
01-02-5190	RENTAL-EQUIPMENT	2,235.00	372.22	186.11	1,862.78	17
01-02-5200	OFFICE SUPPLIES	1,667.00	213.95	147.68	1,453.05	13
01-02-5230	LEGAL EXPENSE	3,667.00	1,600.00	400.00	2,067.00	44
01-02-5300	DISPATCHING	95,000.00	93,459.00	-	1,541.00	98
01-02-5370	GASOLINE	18,700.00	9,539.80	2,248.24	9,160.20	51
01-02-5390	MAINTENANCE VEHICLES	17,470.00	3,987.00	300.18	13,483.00	23
01-02-5400	MAINTENANCE EQUIPMENT	2,000.00	613.95	-	1,386.05	31
01-02-5410	MAINTENANCE BUILDING	13,950.00	7,206.93	-	6,743.07	52
01-02-5450	CONTRACTUAL SERVICES	12,445.00	5,546.73	1,509.45	6,898.27	45
01-02-5570	COMMUNITY RELATIONS	1,400.00	66.36	-	1,333.64	5
01-02-5580	TRAINING EXPENSE	8,950.00	2,087.46	1,829.15	6,862.54	23
01-02-8500	TRANSFERS OUT-POLICE	40,100.00	40,100.00	40,100.00	-	100
Total Dept 02 - POLICE		1,084,366.00	613,595.96	189,665.97	470,770.04	57
Dept 03 - PUBLIC WORKS						
01-03-5030	WAGES-PPW	178,177.00	76,267.24	26,297.92	101,909.76	43
01-03-5032	WAGES - OVERTIME	11,040.00	654.15	73.28	10,385.85	6
01-03-5040	FICA	11,580.00	4,897.49	1,635.01	6,682.51	42
01-03-5050	MEDICARE	2,709.00	1,145.38	382.39	1,563.62	42
01-03-5052	IMRF	19,854.00	8,403.03	2,803.27	11,450.97	42
01-03-5054	GROUP HEALTH INS	21,776.00	672.02	9.90	21,103.98	3
01-03-5058	UNIFORMS	2,400.00	517.00	-	1,883.00	22
01-03-5060	OPERATING EXPENSE	2,435.00	4,280.51	326.75	(1,845.51)	176
01-03-5070	DUES	382.00	-	-	382.00	0
01-03-5090	COMMUNICATIONS	1,460.00	857.13	258.60	602.87	59
01-03-5180	SMALL TOOLS AND EQUIPMENT	7,400.00	1,889.97	114.89	5,510.03	26

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
				08/31/2023		
01-03-5190	RENTAL-EQUIPMENT	2,000.00	1,102.65	287.50	897.35	55
01-03-5251	NPDES PERMITS	1,000.00	1,000.00	-	-	100
01-03-5260	STREETLIGHTING	25,400.00	14,430.19	95.16	10,969.81	57
01-03-5370	GASOLINE	12,000.00	2,931.83	1,055.61	9,068.17	24
01-03-5380	SIGNS EXPENSE	12,500.00	-	-	12,500.00	0
01-03-5390	MAINTENANCE VEHICLES	17,800.00	2,766.24	-	15,033.76	16
01-03-5400	MAINTENANCE EQUIPMENT	10,000.00	-	-	10,000.00	0
01-03-5410	MAINTENANCE BUILDING	8,000.00	9,131.34	56.78	(1,131.34)	114
01-03-5420	MAINTENANCE STREETS	17,000.00	2,164.17	77.17	14,835.83	13
01-03-5440	MAINTENANCE GROUNDS	6,000.00	-	-	6,000.00	0
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500.00	275.00	-	2,225.00	11
01-03-5450	CONTRACTUAL SERVICES	40,485.00	10,496.84	2,697.46	29,988.16	26
01-03-5461	WEATHER SIREN MAINTENANCE	2,500.00	-	-	2,500.00	0
01-03-5480	CAPITAL EQUIPMENT	21,000.00	-	-	21,000.00	0
01-03-5580	TRAINING EXPENSE	3,800.00	336.17	-	3,463.83	9
01-03-8500	TRANSFERS OUT	265,000.00	265,000.00	265,000.00	-	100
Total Dept 03 - PUBLIC WORKS		706,198.00	409,218.35	301,171.69	296,979.65	58
Dept 04 - BUILDING						
01-04-5030	WAGES-BUILDING	33,719.00	16,981.89	5,732.16	16,737.11	50
01-04-5040	FICA	2,091.00	1,052.88	355.39	1,038.12	50
01-04-5050	MEDICARE	489.00	246.24	83.12	242.76	50
01-04-5052	IMRF	3,584.00	1,805.19	609.33	1,778.81	50
01-04-5054	GROUP HEALTH INS	28.00	13.20	3.30	14.80	47
01-04-5070	DUES	186.00	-	-	186.00	0
01-04-5090	COMMUNICATIONS	360.00	133.24	44.42	226.76	37
01-04-5200	OFFICE SUPPLIES	700.00	34.69	28.97	665.31	5
01-04-5250	BUILDING PERMIT EXPENSE	80,000.00	94,368.00	31,303.20	(14,368.00)	118
01-04-5370	GASOLINE	-	424.20	-	(424.20)	100
01-04-5450	CONTRACTUAL SERVICES	12,500.00	-	-	12,500.00	0
01-04-5580	TRAINING EXPENSE	500.00	-	-	500.00	0
Total Dept 04 - BUILDING		134,157.00	115,059.53	38,159.89	19,097.47	86

Dept 06 - PARKS

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH 08/31/2023	BALANCE	USED
01-06-5030	REG WAGES	25,066.00	5,946.00	1,514.40	19,120.00	24
01-06-5040	FICA	1,554.00	368.65	93.89	1,185.35	24
01-06-5050	MEDICARE	363.00	86.21	21.96	276.79	24
01-06-5052	IMRF	2,665.00	170.81	-	2,494.19	6
01-06-5060	OPERATING EXPENSE	500.00	207.92	-	292.08	42
01-06-5090	COMMUNICATIONS	2,700.00	858.25	-	1,841.75	32
01-06-5120	UTILITIES	4,200.00	2,141.54	474.39	2,058.46	51
01-06-5190	RENTAL-EQUIPMENT	3,000.00	-	-	3,000.00	0
01-06-5211	MAINTENANCE SUPPLIES	1,700.00	214.03	214.03	1,485.97	13
01-06-5350	MINOR PARK PROJECTS	500.00	-	-	500.00	0
01-06-5370	GASOLINE	1,000.00	701.91	242.26	298.09	70
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQUIP.	11,000.00	-	-	11,000.00	0
01-06-5400	MAINTENANCE EQUIPMENT	2,000.00	3,318.99	138.60	(1,318.99)	166
01-06-5410	MAINTENANCE BUILDING	10,500.00	-	-	10,500.00	0
01-06-5440	MAINTENANCE GROUNDS	21,000.00	3,866.84	-	17,133.16	18
01-06-5450	CONTRACTUAL SERVICES	9,800.00	4,621.08	-	5,178.92	47
01-06-5480	CAPITAL EQUIPMENT	-	110,500.00	-	(110,500.00)	100
01-06-8500	TRANSFERS OUT-PARKS	35,000.00	35,000.00	35,000.00	-	100
Total Dept 06 - PARKS		132,548.00	168,002.23	37,699.53	(35,454.23)	127
Dept 08 - GARBAGE HAULING						
01-08-5068	GARBAGE HAULING EXPENSE	472,000.00	263,782.96	66,312.97	208,217.04	56
Total Dept 08 - GARBAGE HAULING		472,000.00	263,782.96	66,312.97	208,217.04	56
Dept 89 - GPD DOWN STATE PENSION FUND						
01-89-5621	GPD DOWNSTATE PENSION FUND	253,913.00	-	-	253,913.00	0
Total Dept 89 - GPD DOWN STATE PENSION FUND		253,913.00	-	-	253,913.00	0
<b>TOTAL EXPENDITURES</b>		<b>3,577,029.00</b>	<b>1,895,989.18</b>	<b>809,457.02</b>	<b>1,681,039.82</b>	<b>53</b>
<b>Fund 01 - GENERAL FUND:</b>						
<b>TOTAL REVENUES</b>		<b>3,942,639.00</b>	<b>2,548,560.97</b>	<b>442,377.50</b>	<b>1,394,078.03</b>	<b>65</b>
<b>TOTAL EXPENDITURES</b>		<b>3,577,029.00</b>	<b>1,895,989.18</b>	<b>809,457.02</b>	<b>1,681,039.82</b>	<b>53</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>365,610.00</b>	<b>652,571.79</b>	<b>(367,079.52)</b>	<b>(286,961.79)</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 11 - COMMUNITY DAYS						
Revenues						
Dept 00 - GENERAL FUND						
11-00-3015	COMMUNITY DAYS DONATIONS	14,000.00	23,750.00	-	(9,750.00)	170
11-00-3210	OTHER INCOME	17,000.00	24,611.33	-	(7,611.33)	145
11-00-3211	PLANNED USE OF FUND RESERVES	8,500.00	-	-	8,500.00	0
11-00-3520	VENDOR FEES	3,500.00	3,098.00	-	402.00	89
11-00-3590	VIDEO GAMING LICENSE	12,000.00	1,500.00	1,500.00	10,500.00	13
11-00-3980	BEVERAGE SALES	17,500.00	30,539.45	-	(13,039.45)	175
11-00-8100	TRANSFERS IN	1,050.00	1,050.00	-	-	100
Total Dept 00 - GENERAL FUND		73,550.00	84,548.78	1,500.00	(10,998.78)	115
<b>TOTAL REVENUES</b>		<b>73,550.00</b>	<b>84,548.78</b>	<b>1,500.00</b>	<b>(10,998.78)</b>	<b>115</b>
Expenditures						
Dept 00 - GENERAL FUND						
11-00-5060	BEVERAGE OPERATIONS	12,860.00	13,959.50	-	(1,099.50)	109
11-00-5070	PERMITS & LICENSES	70.00	-	-	70.00	0
11-00-5079	ADVERTISING / MARKETING	3,420.00	2,073.99	-	1,346.01	61
11-00-5130	MISCELLANEOUS EXPENSES	410.00	53.88	-	356.12	13
11-00-5159	ENTERTAINMENT	39,700.00	39,468.71	-	231.29	99
11-00-5213	LABOR & OUTSIDE SERVICES	5,200.00	4,962.63	-	237.37	95
11-00-5610	EQUIPMENT & SERVICES	5,650.00	5,510.86	-	139.14	98
Total Dept 00 - GENERAL FUND		67,310.00	66,029.57	-	1,280.43	98
<b>TOTAL EXPENDITURES</b>		<b>67,310.00</b>	<b>66,029.57</b>	<b>-</b>	<b>1,280.43</b>	<b>98</b>
<b>Fund 11 - COMMUNITY DAYS:</b>						
<b>TOTAL REVENUES</b>		<b>73,550.00</b>	<b>84,548.78</b>	<b>1,500.00</b>	<b>(10,998.78)</b>	<b>115</b>
<b>TOTAL EXPENDITURES</b>		<b>67,310.00</b>	<b>66,029.57</b>	<b>-</b>	<b>1,280.43</b>	<b>98</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>6,240.00</b>	<b>18,519.21</b>	<b>1,500.00</b>	<b>(12,279.21)</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 12 - INFRASTRUCTURE FUND						
Revenues						
Dept 00 - GENERAL FUND						
12-00-3031	NON HOME RULE 1% SALES TAX	320,000.00	171,875.80	50,272.28	148,124.20	54
12-00-3050	TAX-ROAD AND BRIDGE	9,000.00	5,442.00	156.80	3,558.00	60
12-00-3211	PLANNED USE OF FUND RESERVES	1,050,000.00	-	-	1,050,000.00	0
12-00-3390	SSA#24 BOND INTEREST	13,500.00	1.66	-	13,498.34	0
12-00-3410	INTEREST EARNED	1,200.00	686.05	143.24	513.95	57
Total Dept 00 - GENERAL FUND		1,393,700.00	178,005.51	50,572.32	1,215,694.49	13
<b>TOTAL REVENUES</b>		<b>1,393,700.00</b>	<b>178,005.51</b>	<b>50,572.32</b>	<b>1,215,694.49</b>	<b>13</b>
Expenditures						
Dept 00 - GENERAL FUND						
12-00-5270	BANK FEES	-	475.00	475.00	(475.00)	100
12-00-5480	CAPITAL EQUIPMENT	1,050,000.00	-	-	1,050,000.00	0
12-00-5490	GO BOND PRINCIPAL	245,000.00	-	-	245,000.00	0
12-00-5491	GO BOND INTEREST	77,500.00	38,750.00	-	38,750.00	50
Total Dept 00 - GENERAL FUND		1,372,500.00	39,225.00	475.00	1,333,275.00	3
<b>TOTAL EXPENDITURES</b>		<b>1,372,500.00</b>	<b>39,225.00</b>	<b>475.00</b>	<b>1,333,275.00</b>	<b>3</b>
<b>Fund 12 - INFRASTRUCTURE FUND:</b>						
<b>TOTAL REVENUES</b>		<b>1,393,700.00</b>	<b>178,005.51</b>	<b>50,572.32</b>	<b>1,215,694.49</b>	<b>13</b>
<b>TOTAL EXPENDITURES</b>		<b>1,372,500.00</b>	<b>39,225.00</b>	<b>475.00</b>	<b>1,333,275.00</b>	<b>3</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>21,200.00</b>	<b>138,780.51</b>	<b>50,097.32</b>	<b>(117,580.51)</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 15 - CAPITAL PROJECTS						
Revenues						
Dept 00 - GENERAL FUND						
15-00-8100	TRANSFERS IN	340,100.00	340,100.00	340,100.00	-	100
Total Dept 00 - GENERAL FUND		340,100.00	340,100.00	340,100.00	-	100
TOTAL REVENUES		340,100.00	340,100.00	340,100.00	-	100
Expenditures						
Dept 00 - GENERAL FUND						
15-00-5481	CAPITAL PROJECTS	150,000.00	-	-	150,000.00	0
Total Dept 00 - GENERAL FUND		150,000.00	-	-	150,000.00	0
TOTAL EXPENDITURES		150,000.00	-	-	150,000.00	0
<b>Fund 15 - CAPITAL PROJECTS:</b>						
<b>TOTAL REVENUES</b>		<b>340,100.00</b>	<b>340,100.00</b>	<b>340,100.00</b>	<b>-</b>	<b>100</b>
<b>TOTAL EXPENDITURES</b>		<b>150,000.00</b>	<b>-</b>	<b>-</b>	<b>150,000.00</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>190,100.00</b>	<b>340,100.00</b>	<b>340,100.00</b>	<b>(150,000.00)</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR		% BDGT USED
		BUDGET	08/31/2023	MONTH	AVAILABLE	
				08/31/2023	BALANCE	
Fund 20 - WATER SYSTEM						
Revenues						
Dept 00 - GENERAL FUND						
20-00-3022	INCOME - WASTEWATER	500,000.00	285,982.13	118,006.58	214,017.87	57
20-00-3032	INCOME - WATER	567,000.00	311,700.30	128,825.70	255,299.70	55
20-00-3080	LATE FEES	13,400.00	12,807.65	5,804.73	592.35	96
20-00-3211	PLANNED USE OF FUND RESERVES	417,751.00	-	-	417,751.00	0
20-00-3310	FEE-TAP-ON - WATER	1,700.00	4,200.00	4,200.00	(2,500.00)	247
20-00-3320	FEE-TAP-ON SEWER	1,000.00	-	-	1,000.00	0
20-00-3360	METER SALES	8,000.00	25,524.29	2,172.28	(17,524.29)	319
20-00-3390	SSA#24 BOND INTEREST	13,500.00	1.66	-	13,498.34	0
20-00-3410	INTEREST EARNED	20,000.00	32,033.79	7,562.75	(12,033.79)	160
Total Dept 00 - GENERAL FUND		1,542,351.00	672,249.82	266,572.04	870,101.18	44
TOTAL REVENUES		1,542,351.00	672,249.82	266,572.04	870,101.18	44

Expenditures

Dept 10 - WATER SYSTEMS

20-10-5030	REG. WAGES	150,084.00	55,075.12	20,524.36	95,008.88	37
20-10-5032	WAGES - OVERTIME	-	3,582.23	1,081.68	(3,582.23)	100
20-10-5040	FICA	9,250.00	3,524.40	1,300.83	5,725.60	38
20-10-5050	MEDICARE	2,163.00	824.39	304.29	1,338.61	38
20-10-5052	IMRF	29,952.00	6,235.30	2,296.70	23,716.70	21
20-10-5054	GROUP HEALTH INS	25,806.00	8,113.06	2,832.42	17,692.94	31
20-10-5056	WORKER'S COMP INS	18,000.00	-	-	18,000.00	0
20-10-5058	UNIFORMS	1,800.00	200.00	-	1,600.00	11
20-10-5070	DUES	900.00	440.92	-	459.08	49
20-10-5080	LEGAL NOTICES	100.00	-	-	100.00	0
20-10-5090	COMMUNICATIONS	5,950.00	2,314.13	421.71	3,635.87	39
20-10-5100	POSTAGE	2,900.00	1,226.40	92.30	1,673.60	42
20-10-5110	PRINTING	3,100.00	963.61	67.42	2,136.39	31
20-10-5120	UTILITIES	60,000.00	44,012.01	49.71	15,987.99	73
20-10-5180	SMALL TOOLS AND EQUIPMENT	5,500.00	773.16	117.39	4,726.84	14
20-10-5190	RENTAL-EQUIPMENT	2,620.00	372.22	186.11	2,247.78	14



GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH 08/31/2023	BALANCE	USED
20-10-5200	OFFICE SUPPLIES	700.00	213.98	48.99	486.02	31
20-10-5213	OUTSIDE SERVICES	3,400.00	-	-	3,400.00	0
20-10-5262	LAB SUPPLIES & EQUIPMENT	6,500.00	1,211.79	-	5,288.21	19
20-10-5281	CHEMICALS	70,000.00	27,410.79	6,540.61	42,589.21	39
20-10-5301	MAINT SUPPLIES-JANTORIAL	250.00	-	-	250.00	0
20-10-5310	INSURANCE LIABILITY	31,000.00	-	-	31,000.00	0
20-10-5320	INSURANCE VEHICLES & EQUIP.	6,000.00	-	-	6,000.00	0
20-10-5360	ENGINEERING SERVICES	10,000.00	-	-	10,000.00	0
20-10-5370	GASOLINE	4,700.00	1,550.93	302.40	3,149.07	33
20-10-5381	MAINTENANCE PARTS & MATERIALS	6,700.00	532.38	608.07	6,167.62	8
20-10-5390	MAINTENANCE VEHICLES	3,400.00	592.69	361.06	2,807.31	17
20-10-5410	MAINTENANCE BUILDING	8,000.00	-	-	8,000.00	0
20-10-5431	HYDRANT MAINTENANCE	1,700.00	-	-	1,700.00	0
20-10-5450	CONTRACTUAL SERVICES	25,960.00	10,456.26	206.45	15,503.74	40
20-10-5480	CAPITAL EQUIPMENT	370,000.00	122,517.00	-	247,483.00	33
20-10-5510	WATER METERS	24,000.00	-	-	24,000.00	0
20-10-5520	LABORATORY TESTING	55,000.00	722.90	-	54,277.10	1
20-10-5580	TRAINING EXPENSE	4,000.00	-	-	4,000.00	0
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	7,000.00	6,831.00	-	169.00	98
20-10-5652	BRINE HAULING EXPENSES	34,000.00	12,070.50	6,138.60	21,929.50	36
20-10-5662	IEPA LOAN-PRINCIPAL	25,826.00	13,353.79	13,353.79	12,472.21	52
20-10-5672	IEPA LOAN - INTEREST	7,156.00	3,141.62	3,141.62	4,014.38	44
Total Dept 10 - WATER SYSTEMS		1,023,417.00	328,262.58	59,976.51	695,154.42	32
Dept 20 - WASTEWATER SYSTEMS						
20-20-5030	WAGES	127,912.00	58,438.18	20,542.48	69,473.82	46
20-20-5032	WAGES - OVERTIME	-	3,806.89	1,113.23	(3,806.89)	100
20-20-5040	FICA	7,817.00	3,770.85	1,315.39	4,046.15	48
20-20-5050	MEDICARE	1,828.00	881.77	307.58	946.23	48
20-20-5052	IMRF	13,402.00	6,616.65	2,302.03	6,785.35	49
20-20-5054	GROUP HEALTH INS	15,511.00	6,134.30	1,897.05	9,376.70	40
20-20-5058	UNIFORMS	1,600.00	-	-	1,600.00	0
20-20-5090	COMMUNICATIONS	4,050.00	967.70	-	3,082.30	24
20-20-5100	POSTAGE	2,900.00	1,226.40	92.29	1,673.60	42

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH 08/31/2023	BALANCE	USED
20-20-5110	PRINTING	2,100.00	963.61	67.42	1,136.39	46
20-20-5120	UTILITIES	94,000.00	31,626.28	230.38	62,373.72	34
20-20-5180	SMALL TOOLS AND EQUIPMENT	5,500.00	773.15	117.39	4,726.85	14
20-20-5190	RENTAL-EQUIPMENT	2,620.00	-	-	2,620.00	0
20-20-5200	OFFICE SUPPLIES	700.00	56.99	-	643.01	8
20-20-5213	OUTSIDE SERVICES	30,000.00	-	-	30,000.00	0
20-20-5251	NPDES PERMITS	20,000.00	32,500.00	-	(12,500.00)	163
20-20-5262	LAB SUPPLIES & EQUIPMENT	5,600.00	2,199.48	1,330.84	3,400.52	39
20-20-5281	CHEMICALS	42,000.00	-	-	42,000.00	0
20-20-5301	MAINT SUPPLIES-JANITORIAL	250.00	-	-	250.00	0
20-20-5360	ENGINEERING SERVICES	7,000.00	-	-	7,000.00	0
20-20-5370	GASOLINE	5,000.00	1,530.92	292.40	3,469.08	31
20-20-5381	MAINTENANCE PARTS & MATERIALS	10,000.00	988.47	597.98	9,011.53	10
20-20-5390	MAINTENANCE VEHICLES	3,400.00	592.69	361.06	2,807.31	17
20-20-5410	MAINTENANCE BUILDING	7,000.00	-	-	7,000.00	0
20-20-5450	CONTRACTUAL SERVICES	69,744.00	60,479.05	60,002.80	9,264.95	87
20-20-5520	LABORATORY TESTING	20,000.00	11,484.56	1,586.20	8,515.44	57
20-20-5580	TRAINING EXPENSE	2,000.00	-	-	2,000.00	0
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	7,000.00	-	-	7,000.00	0
20-20-5660	COLLECTION SYS. PUMP MAINT.	10,000.00	-	-	10,000.00	0
Total Dept 20 - WASTEWATER SYSTEMS		518,934.00	225,037.94	92,156.52	293,896.06	43
TOTAL EXPENDITURES		1,542,351.00	553,300.52	152,133.03	989,050.48	36
<b>Fund 20 - WATER SYSTEM:</b>						
TOTAL REVENUES		1,542,351.00	672,249.82	266,572.04	870,101.18	44
TOTAL EXPENDITURES		1,542,351.00	553,300.52	152,133.03	989,050.48	36
NET OF REVENUES & EXPENDITURES		-	118,949.30	114,439.01	(118,949.30)	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 30 - MFT						
Revenues						
Dept 00 - GENERAL FUND						
30-00-3211	PLANNED USE OF FUND RESERVES	453,353.00	-	-	453,353.00	0
30-00-3410	INTEREST EARNED	15,000.00	32,857.55	8,849.19	(17,857.55)	219
30-00-3450	MOTOR FUEL TAX	212,544.00	162,461.11	29,856.00	50,082.89	76
Total Dept 00 - GENERAL FUND		680,897.00	195,318.66	38,705.19	485,578.34	29
<b>TOTAL REVENUES</b>		<b>680,897.00</b>	<b>195,318.66</b>	<b>38,705.19</b>	<b>485,578.34</b>	<b>29</b>
Expenditures						
Dept 00 - GENERAL FUND						
30-00-5462	MFT RESOLUTION	125,000.00	-	-	125,000.00	0
30-00-5463	MFT - REBUILD IL	453,353.00	-	-	453,353.00	0
Total Dept 00 - GENERAL FUND		578,353.00	-	-	578,353.00	0
<b>TOTAL EXPENDITURES</b>		<b>578,353.00</b>	<b>-</b>	<b>-</b>	<b>578,353.00</b>	<b>0</b>
<b>Fund 30 - MFT:</b>						
<b>TOTAL REVENUES</b>		<b>680,897.00</b>	<b>195,318.66</b>	<b>38,705.19</b>	<b>485,578.34</b>	<b>29</b>
<b>TOTAL EXPENDITURES</b>		<b>578,353.00</b>	<b>-</b>	<b>-</b>	<b>578,353.00</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>102,544.00</b>	<b>195,318.66</b>	<b>38,705.19</b>	<b>(92,774.66)</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 31 - PERFORMANCE BOND						
Revenues						
Dept 00 - GENERAL FUND						
31-00-3410	INTEREST EARNED	-	3,154.80	829.76	(3,154.80)	100
Total Dept 00 - GENERAL FUND		-	3,154.80	829.76	(3,154.80)	100
<b>TOTAL REVENUES</b>		-	<b>3,154.80</b>	<b>829.76</b>	<b>(3,154.80)</b>	<b>100</b>
Expenditures						
Dept 00 - GENERAL FUND						
31-00-8500	TRANSFERS OUT	-	1.58	0.40	(1.58)	100
Total Dept 00 - GENERAL FUND		-	1.58	0.40	(1.58)	100
<b>TOTAL EXPENDITURES</b>		-	<b>1.58</b>	<b>0.40</b>	<b>(1.58)</b>	<b>100</b>
<b>Fund 31 - PERFORMANCE BOND:</b>						
<b>TOTAL REVENUES</b>		-	<b>3,154.80</b>	<b>829.76</b>	<b>(3,154.80)</b>	<b>100</b>
<b>TOTAL EXPENDITURES</b>		-	<b>1.58</b>	<b>0.40</b>	<b>(1.58)</b>	<b>100</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		-	<b>3,153.22</b>	<b>829.36</b>	<b>(3,153.22)</b>	

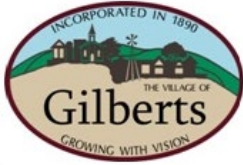
GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 34 - TIF#1 CENTRAL REDEVELOPMENT						
Revenues						
Dept 00 - GENERAL FUND						
34-00-3010	PROPERTY TAX	316,779.00	174,239.52	6,583.27	142,539.48	55
34-00-3410	INTEREST EARNED	500.00	310.91	62.16	189.09	62
Total Dept 00 - GENERAL FUND		317,279.00	174,550.43	6,645.43	142,728.57	55
TOTAL REVENUES		317,279.00	174,550.43	6,645.43	142,728.57	55
Expenditures						
Dept 00 - GENERAL FUND						
34-00-5061	ADMINISTRATIVE FEES	1,000.00	-	-	1,000.00	0
34-00-5074	FACADE GRANT	100,000.00	-	-	100,000.00	0
34-00-5451	MINOR PROJECTS	-	210,857.51	-	(210,857.51)	100
Total Dept 00 - GENERAL FUND		101,000.00	210,857.51	-	(109,857.51)	209
TOTAL EXPENDITURES		101,000.00	210,857.51	-	(109,857.51)	209
<b>Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:</b>						
<b>TOTAL REVENUES</b>		<b>317,279.00</b>	<b>174,550.43</b>	<b>6,645.43</b>	<b>142,728.57</b>	<b>55</b>
<b>TOTAL EXPENDITURES</b>		<b>101,000.00</b>	<b>210,857.51</b>	<b>-</b>	<b>(109,857.51)</b>	<b>209</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>216,279.00</b>	<b>(36,307.08)</b>	<b>6,645.43</b>	<b>252,586.08</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 35 - TIF#2 HIGGINS ROAD IND. PARK						
Revenues						
Dept 00 - GENERAL FUND						
35-00-3010	PROPERTY TAX	943,578.00	472,010.46	-	471,567.54	50
35-00-3410	INTEREST EARNED	650.00	324.84	81.15	325.16	50
Total Dept 00 - GENERAL FUND		944,228.00	472,335.30	81.15	471,892.70	50
TOTAL REVENUES		944,228.00	472,335.30	81.15	471,892.70	50
Expenditures						
Dept 00 - GENERAL FUND						
35-00-5061	ADMINISTRATIVE FEES	5,550.00	-	-	5,550.00	0
35-00-5071	TIF NOTE INTEREST	263,262.00	-	-	263,262.00	0
35-00-5081	TIF NOTE PRINCIPAL	546,738.00	-	-	546,738.00	0
Total Dept 00 - GENERAL FUND		815,550.00	-	-	815,550.00	0
TOTAL EXPENDITURES		815,550.00	-	-	815,550.00	0
<b>Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:</b>						
<b>TOTAL REVENUES</b>		<b>944,228.00</b>	<b>472,335.30</b>	<b>81.15</b>	<b>471,892.70</b>	<b>50</b>
<b>TOTAL EXPENDITURES</b>		<b>815,550.00</b>	<b>-</b>	<b>-</b>	<b>815,550.00</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>128,678.00</b>	<b>472,335.30</b>	<b>81.15</b>	<b>(343,657.30)</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
08/31/2023						
Fund 40 - DRUG FORFEITURE PD ACCOUNT						
Revenues						
Dept 00 - GENERAL FUND						
40-00-3410	INTEREST EARNED	15.00	2.50	0.63	12.50	17
Total Dept 00 - GENERAL FUND		15.00	2.50	0.63	12.50	17
TOTAL REVENUES		15.00	2.50	0.63	12.50	17
<b>Fund 40 - DRUG FORFEITURE PD ACCOUNT:</b>						
<b>TOTAL REVENUES</b>		<b>15.00</b>	<b>2.50</b>	<b>0.63</b>	<b>12.50</b>	<b>17</b>
<b>TOTAL EXPENDITURES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>15.00</b>	<b>2.50</b>	<b>0.63</b>	<b>12.50</b>	

GL NUMBER	DESCRIPTION	12/31/2023	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		BUDGET	08/31/2023	MONTH	BALANCE	USED
Fund 43 - POLICE PENSION FUND						
Revenues						
Dept 00 - GENERAL FUND						
43-00-3421	UNREALIZED GAIN/LOSS	-	113,011.18	-	(113,011.18)	100
43-00-3490	EMPLOYER CONTRIBUTIONS	253,913.00	-	-	253,913.00	0
43-00-3491	EMPLOYEE CONTRIBUTIONS	50,000.00	13,985.65	-	36,014.35	28
Total Dept 00 - GENERAL FUND		303,913.00	126,996.83	-	176,916.17	42
<b>TOTAL REVENUES</b>		<b>303,913.00</b>	<b>126,996.83</b>	<b>-</b>	<b>176,916.17</b>	<b>42</b>
Expenditures						
Dept 00 - GENERAL FUND						
43-00-5030	RETIREE PENSION PAY	-	21,297.14	-	(21,297.14)	100
43-00-5040	FICA	-	2,825.86	-	(2,825.86)	100
43-00-5240	ACCOUNTING SERVICES	-	1,795.00	-	(1,795.00)	100
43-00-5270	BANK FEES	-	33.93	-	(33.93)	100
43-00-5321	PROFESSIONAL FEES	10,000.00	-	-	10,000.00	0
43-00-5509	PENSION EXPENSES	114,000.00	-	-	114,000.00	0
Total Dept 00 - GENERAL FUND		124,000.00	25,951.93	-	98,048.07	21
<b>TOTAL EXPENDITURES</b>		<b>124,000.00</b>	<b>25,951.93</b>	<b>-</b>	<b>98,048.07</b>	<b>21</b>
<b>Fund 43 - POLICE PENSION FUND:</b>						
<b>TOTAL REVENUES</b>		<b>303,913.00</b>	<b>126,996.83</b>	<b>-</b>	<b>176,916.17</b>	<b>42</b>
<b>TOTAL EXPENDITURES</b>		<b>124,000.00</b>	<b>25,951.93</b>	<b>-</b>	<b>98,048.07</b>	<b>21</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>179,913.00</b>	<b>101,044.90</b>	<b>-</b>	<b>78,868.10</b>	
<b>TOTAL REVENUES - ALL FUNDS</b>						
<b>TOTAL REVENUES - ALL FUNDS</b>		<b>9,538,672.00</b>	<b>4,795,823.60</b>	<b>1,147,384.02</b>	<b>4,742,848.40</b>	<b>50</b>
<b>TOTAL EXPENDITURES - ALL FUNDS</b>						
<b>TOTAL EXPENDITURES - ALL FUNDS</b>		<b>8,328,093.00</b>	<b>2,791,355.29</b>	<b>962,065.45</b>	<b>5,536,737.71</b>	<b>34</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>1,210,579.00</b>	<b>2,004,468.31</b>	<b>185,318.57</b>	<b>(793,889.31)</b>	





## Village of Gilberts

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
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[www.villageofgilberts.com](http://www.villageofgilberts.com)

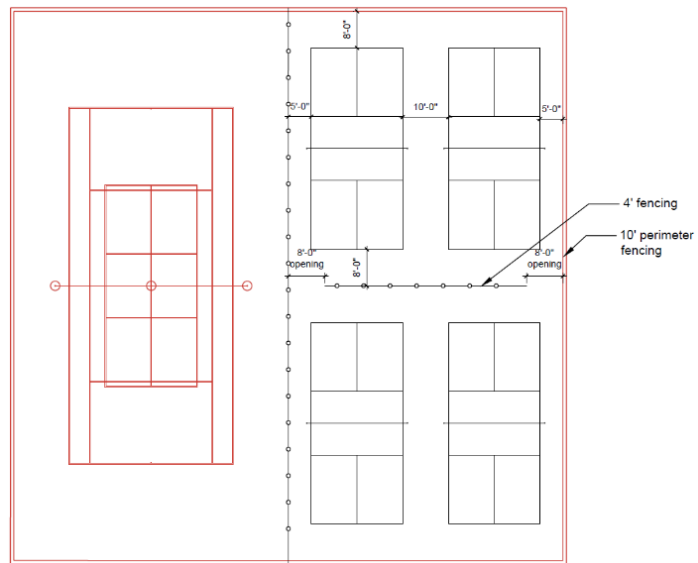
**To:** President Zambetti & Board of Trustees  
**From:** Riley Lynch, Management Analyst  
**Cc:** Brian Bourdeau, Village Administrator  
**Date:** September 19, 2023 Village Board Meeting  
**Re:** Item 6.A – Approval of a Change Order to the Conservancy Park Project in an Amount Not-to-Exceed \$46,406

### **Background:**

At the August 1, 2023 Village Board Meeting, the Board discussed a proposed change order to the Conservancy Park project that would replace one of two combination tennis/pickleball courts with four standalone pickleball courts, and additional fencing between the courts (See image to the right).

Subsequently, staff engaged with Copenhaver Construction to discuss the proposed change and pricing. After this discussion, Copenhaver gave a quote of \$44,406 in addition to the original project costs for this change. This includes \$21,705.50 for color coating and striping, \$22,291.50 for fencing and post installation, and \$409 for the nets and posts themselves. Staff verified this pricing with help from Hitchcock and Robinson.

At the September 5, 2023 Village Board Meeting, staff presented this pricing, and the Board directed staff to prepare the change order for approval.



### **Recommendation:**

Staff recommends approval of this change order with Copenhaver Construction in an amount not to exceed \$46,406.00

### **Attachments:**

- Exhibit 1 – Resolution 24-2023
- Exhibit 2 – Updated Park Plan Set

**RESOLUTION 24-2023**

**VILLAGE OF GILBERTS**

**A RESOLUTION APPROVING A CHANGE ORDER WITH COPENHAVER  
CONSTRUCTION INC FOR THE CONSERVANCY PUBLIC PARK #1 PROJECT**

**WHEREAS**, the Village of Gilberts (“*Village*”) owns, maintains, and operates multiple public parks; and

**WHEREAS**, 6.5 acres of land was conveyed to the Village as part of the Conservancy Annexation and Development Agreement for the purpose of establishing a public park; and

**WHEREAS**, the contract for construction of the Conservancy Public Park #1 Project was awarded by the Village to Copenhagen Construction pursuant to Resolution 20-2023, adopted on July 5, 2023 (*Conservancy Park #1 Contract*”); and

**WHEREAS**, the Village Board subsequently decided that a change order to the Conservancy Park #1 Contract to include additional pickleball courts was necessary and beneficial to the Village; and

**WHEREAS**, the Village Board finds and determines that (1) the circumstances necessitating the change order were not reasonable foreseeable at the time the Conservancy Park #1 Contract was signed; (2) the change order is germane to the original Conservancy Park #1 Contract as signed; and (3) approving the change order is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED by President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:**

**Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

**Section 2. Approval; Authorization.** The Village Board of Trustees hereby approves the change order to the Conservancy Park #1 Contract to include additional pickleball courts in an amount not to exceed \$46,406.00, as more fully set forth in change order attached to this Resolution Exhibit A. The Village Board of Trustees further authorizes the Village Administrator, upon receipt of all final documents, to execute the change order in a form substantially similar to the change order attached hereto as Exhibit A.

**Section 3. Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

**PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 19<sup>th</sup> day of September, 2023.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 19<sup>TH</sup> DAY OF September, 2023.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)  
ATTEST: \_\_\_\_\_  
Village Clerk

Exhibit A  
*Change Order*



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** (Name and address)  
Conservancy Park  
Brielle Boulevard and Freeman Road

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: July 13, 2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: 9/12/2023

**OWNER:** (Name and address)  
Village of Gilberts  
87 Galligan Road  
Gilberts, Illinois 60136

**ARCHITECT:** (Name and address)  
Hitchcock Design Group  
22 E. Chicago Ave, Ste 200  
Naperville, Illinois 60540

**CONTRACTOR:** (Name and address)  
Copenhaver Construction, Inc  
75 Koppie Drive  
Gilberts, Illinois 60136

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Tennis and pickleball court modifications including the following:


1. additional 4' fencing between north and south pickleball courts
2. additional 10' fencing between tennis and pickleball courts
3. 1 additional double swing gate
4. 1 additional single swing gate
5. 3 additional center straps and anchors
6. 4 standard pickleball nets and posts with sleeves
7. Omit 1 adjustable tennis net system

The original Contract Sum was	\$ 442,566.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 442,566.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 44,406.00
The new Contract Sum including this Change Order will be	\$ 486,972.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Hitchcock Design Group  
**ARCHITECT** (Firm name)  
  
**SIGNATURE**  
 Monica Goshorn-Maroney, Senior Associate  
**PRINTED NAME AND TITLE**  
 9/12/2023  
**DATE**

Copenhaver Construction, Inc  
**CONTRACTOR** (Firm name)  
 -See attached signatures page-  
**SIGNATURE**  
 Ken Copenhaver, President  
**PRINTED NAME AND TITLE**  
 9-13-2023  
**DATE**

Village of Gilberts  
**OWNER** (Firm name)  
 -See attached signatures page-  
**SIGNATURE**  
 Brian Bourdeau, Village Administrator  
**PRINTED NAME AND TITLE**  
**DATE**

## Signatures Page

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a large, sweeping 'C' that extends into a long horizontal line.

Ken Copenhaver  
President

**COPENHAVER CONSTRUCTION**

75 Koppie Dr.  
 Gilberts, IL. 60136  
 Phone: 847.428.6696 Fax: 847.428.6798

**AUP**  
 AUP #02  
 8/16/2023

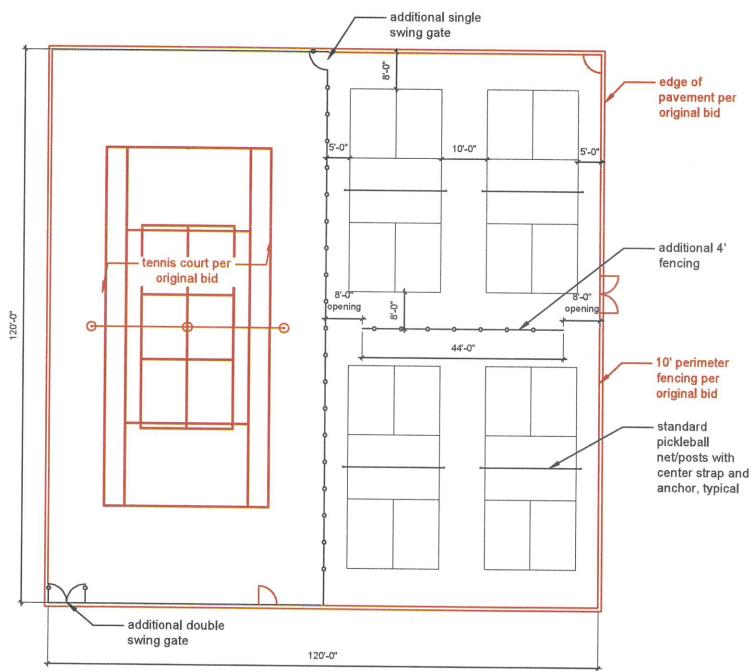
**TO:** Ed Dalton  
 Landscape Architect  
 Hitchcock Design Group  
 22 E. Chicago Avenue, Suite 200A  
 Naperville, IL 60567

**JOB:** Gilberts Conservancy Park

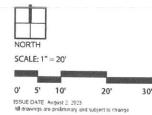
	Description			TOTAL
	Qty	Unit	Price	
<b>Tennis &amp; Pickleball Modifications</b>				
Court Coatings and Striping	1	LSum	\$21,705.50	\$21,705.50
Fencing	1	LSum	\$22,291.50	\$22,291.50
Tennis/Pickleball Nets, Posts, Sleeves	1	LSum	\$409.00	\$409.00
1. Additional 4' fencing between N/S pickleball courts 2. Additional 10' fencing between tennis & pickleball courts 3. 1 additional double swing gate 4. 1 additional single swing gate 5. 3 additional center straps and anchors 6. 4 standard pickleball nets & posts with sleeves 7. <del>1 standard tennis court net, post &amp; sleeves</del> 8. Omit <del>two (2)</del> adjustable tennis net systems one (1)				
The price provided in this AUP is to furnish and install the additional materials & services to complete this modification based on the attachment. No changes are made to the square footage of the court area.				
<b>TOTAL</b>				<b>\$44,406.00</b>

Matt Chada  
 Contractor Signature

\_\_\_\_\_  
 Owner/RE Signature



**Pickleball Layout**  
 Conservancy Park  
 Gilbert, Illinois



PREPARED FOR:  
**Village of Gilbert**  
 114 Association Ave.





22 East Chicago Avenue  
Suite 200A  
Naperville, IL 60540  
T 630.961.1787  
hitchcockdesigngroup.com

# Conservancy Park

Brielle Blvd. and Freeman Rd.  
Gilberts, Illinois 60136

Village of Gilberts  
87 Galligan Road  
Gilberts, Illinois 60136

## Issue for Construction September 11, 2023

### Project Team

*Landscape Architect* Sheets: L-series  
**Hitchcock Design Group**  
22 East Chicago Avenue, Suite 200A  
Naperville, Illinois 60540  
T 630.961.1787

*Civil Engineer* Sheets C-series  
**Robinson Engineering**  
17000 South Park Avenue,  
South Holland, Illinois 60473  
T 708.331.6700

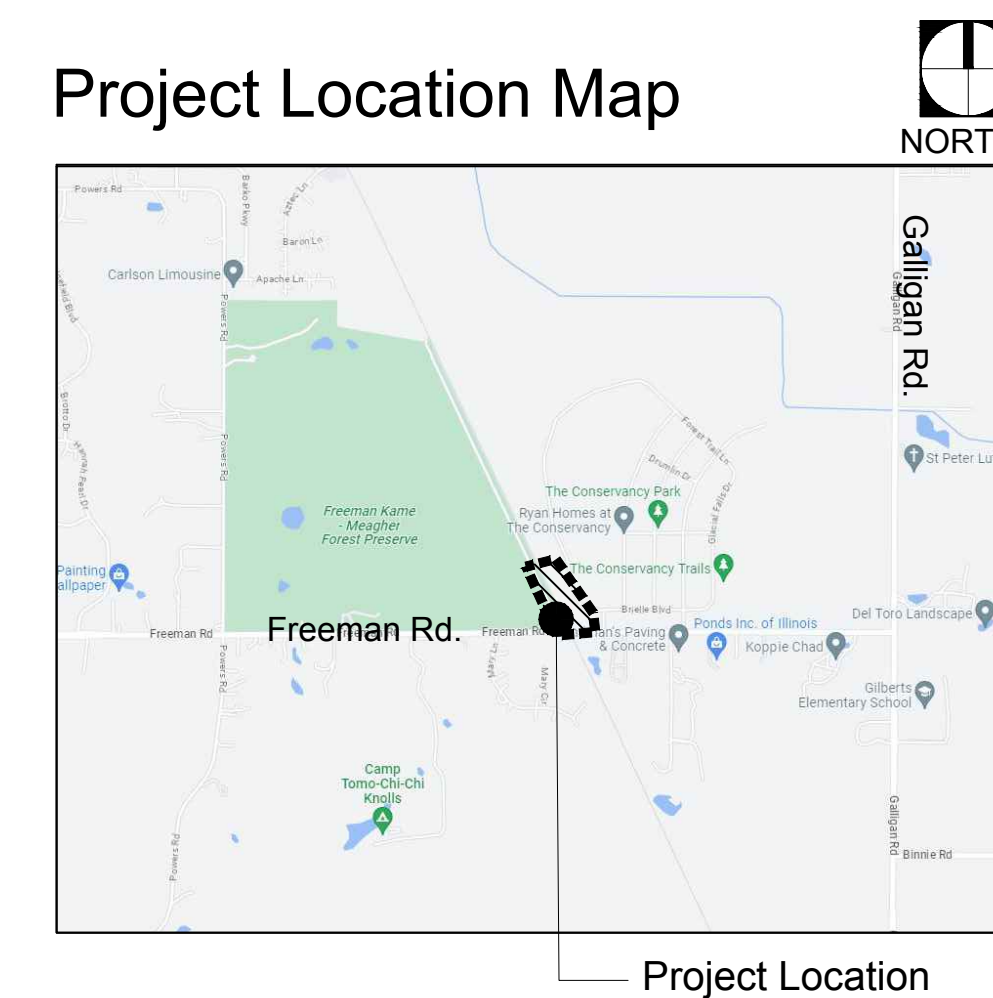
### General Notes

- Basemap information obtained from plans prepared by Robinson Engineering, received April 21, 2023.
- Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.
- Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
- Refer to specifications for additional conditions, standards and notes.
- The plans and specifications are intended to be completed entirely by the contractor. Unless clearly identified as "By Owner," all work contained within is the responsibility of the general contractor.

### Sheet Index

<b>L-series</b>	
L1.0	Existing Conditions Plan
L2.0	Site Preparation and Removals Plan
L3.0	Layout and Materials Plan
L4.0	Planting Plan
L5.0-L5.5	Details
<b>C-series</b>	
C1.0	General Notes
C2.0	Grading and Utility Plan
C3.0	Storm Water Pollution Prevention Plan
C3.1	Storm Water Pollution Prevention Notes
C3.2	Storm Water Pollution Prevention Details

### Project Location Map

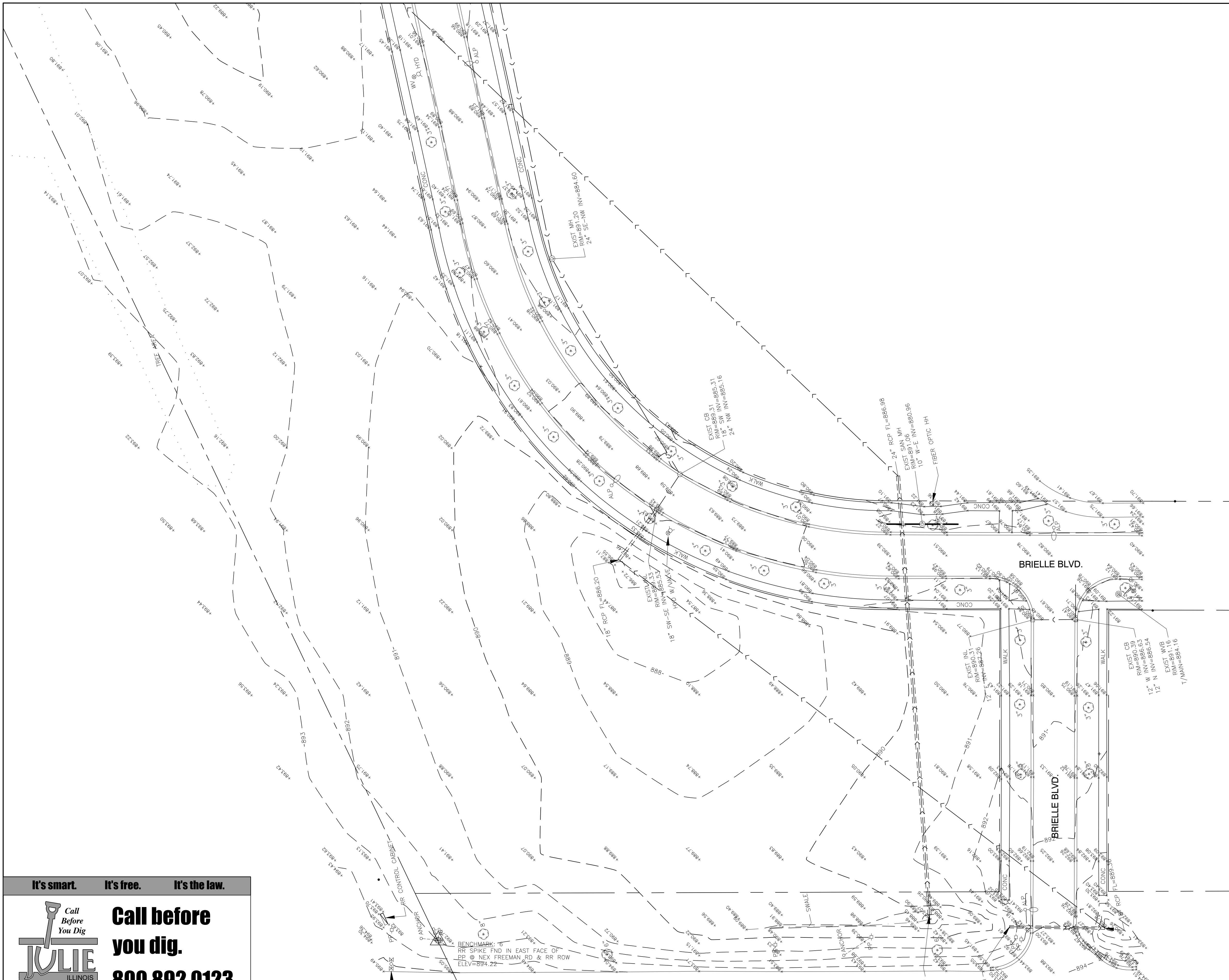


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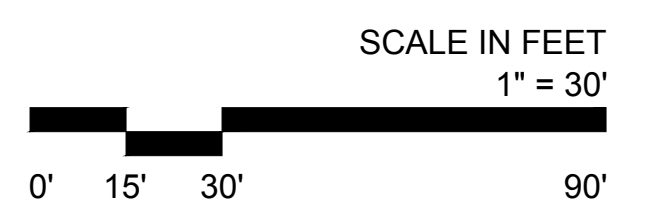
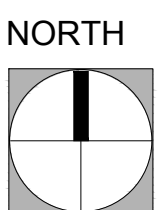
**LEGEND**

- ELEVATION BENCHMARK
- INLET
- CATCH BASIN
- FIRE HYDRANT
- WATER VALV
- FIRE HYDRANT WITH WATER VAULT
- CLEANOUT
- MANHOLE
- HANDHOLE
- LIGHT POLE
- POWER POLE
- CONTROLLER BOX
- RAILROAD FLASHING SIGNAL
- DECIDUOUS TREE
- WATER LINE
- SANITARY SEWER
- STORM SEWER
- RIGHT OF WAY

**BENCHMARKS:**

BENCHMARK: 6  
RR SPIKE FND IN EAST FACE OF PP @ NEX  
FREEMAN RD & RR ROW.  
ELEV=894.22

BENCHMARK: 7  
SWX OF STEEL BASE OF ALP @ RESIDENT 866  
BRIELLE BLVD.  
ELEV=890.35



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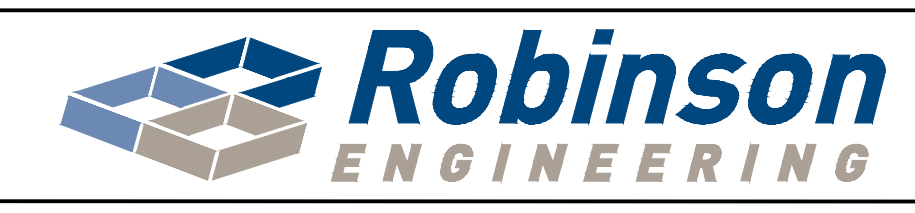
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LAST SAVED BY: LHVIGGLER ON 9/11/23  
PLOTTED BY: MONICA GOSHORN-MARONEY ON 9/13/23

DATE = 09/11/2023	DESIGNED — MGM	REVISED —
SCALE = 1"=30'	CHECKED — EFH	REVISED —
PROJECT NO = ---	DRAWN — CNO	REVISED —
FILE NAME = L1.0 Existing Conditions	CHECKED —	REVISED —



CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
EXISTING CONDITIONS

VILLAGE  
of  
GILBERTS




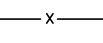


SHEET NO.  
L1.0

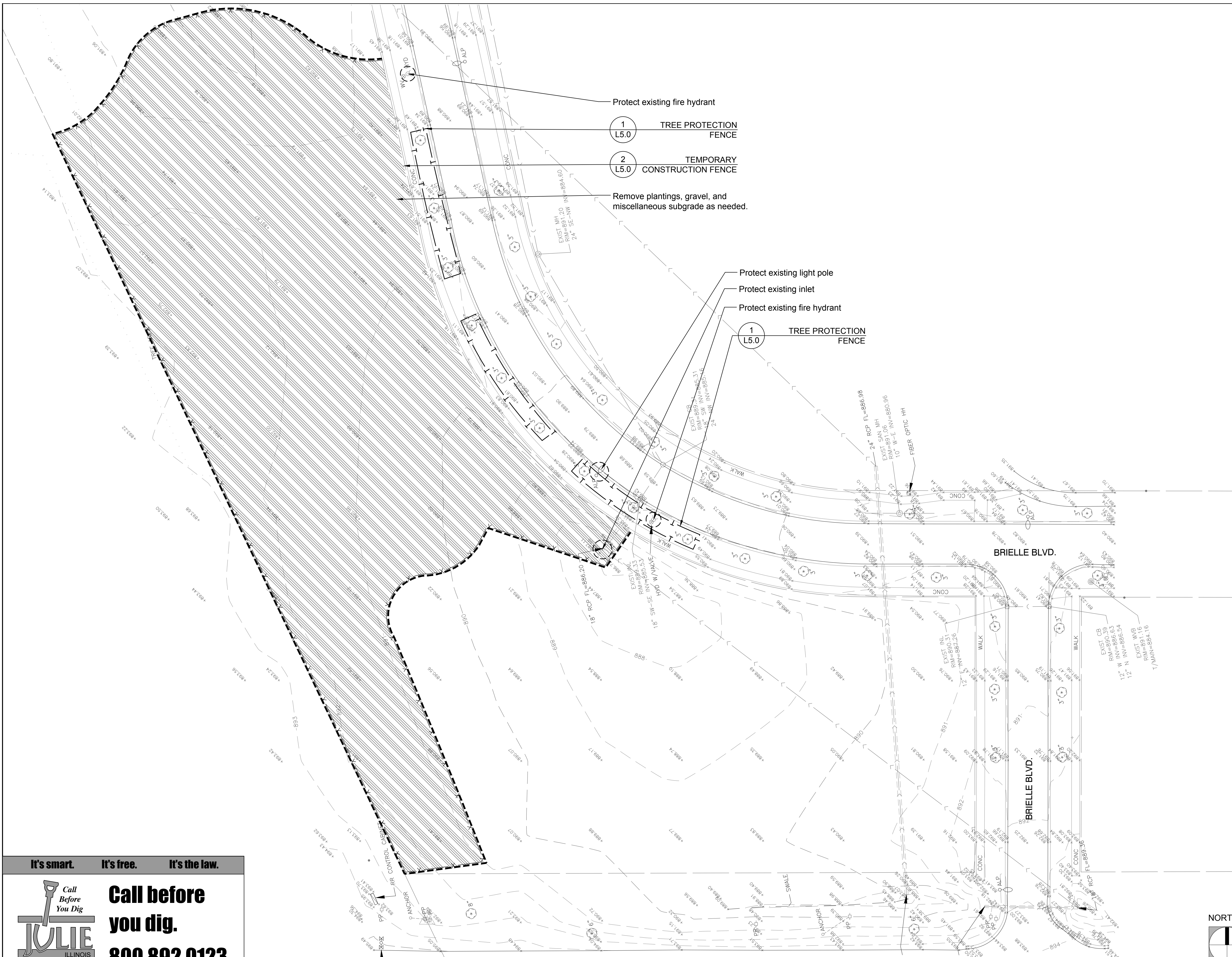


**SITE PREPARATION AND REMOVALS NOTES**

- Contractor shall install construction fence at the limits of construction prior to beginning work. Maintain and adjust construction fencing as needed during progress of construction. Staging and construction access shall be approved by Owner.
- Contractor shall install tree protection fencing as shown on the plans prior to beginning work. Maintain and adjust tree protection fencing as needed during progress of construction. Storage of materials, vehicular access, and all other construction activities are strictly prohibited within the limits of the tree protection fencing.
- Plans indicate general location and limits of removals. Contractor shall perform removals only as necessary for construction of proposed improvements. No additional payments will be made for removals or restoration not required to construct the improvements as drawn and specified. Refer to Layout Plan for more specific information regarding proposed improvements and verify conditions in the field prior to performing removals.
- Sawcut and remove concrete paving to nearest joint where indicated. All saw cuts required for removal items to be included in the unit cost of that particular pay item.
- Tree stumps shall be ground to a minimum depth of 18" below existing grade or as required to properly perform the work.
- Remove and dispose of turf where planting beds are designated. Refer to Planting Plan for limits of proposed landscape improvements.
- Where turf or plantings are proposed in existing paved areas, remove all base material.
- Remove all utilities designated for removal to extent required for improvements, unless otherwise noted. Cap ends of any remaining underground conduit and piping, and pull all electrical wire out at source.
- Items indicated for Removal shall include complete removal of above grade item and below grade appurtenances (foundations, urban fill, wiring, piping, etc.) including disposal off-site following applicable codes and ordinances, unless otherwise shown on the plans.
- Contractor to protect all existing utilities and all other site features not designated for removal. Contractor is responsible for replacing/repairing any existing utilities or other site features damaged during construction to the original condition at no cost to the Owner.
- Contractor responsible for maintaining existing utility services (electrical, sanitary, storm) during construction unless otherwise indicated in the Contract Documents.
- Contractor shall coordinate all work so public sidewalk remains open throughout construction.
- Refer to civil plans for additional utility adjustments and removals.
- Refer to specifications for additional conditions, standards and notes.

**SITE PREPARATION AND REMOVALS LEGEND**

-  Remove lawn, gravel, and miscellaneous subgrade material as needed.
-  Tree Protection Fence
-  Item to be removed
-  Construction Fence
-  Item to be protected
-  Limits of construction



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SCALE = 1"=30'	CHECKED — EFH	REVISED —
PROJECT NO =	DRAWN — CNO	REVISED —
FILE NAME = L2.0 Site Preparation and Removals	APPROVED —	REVISED —



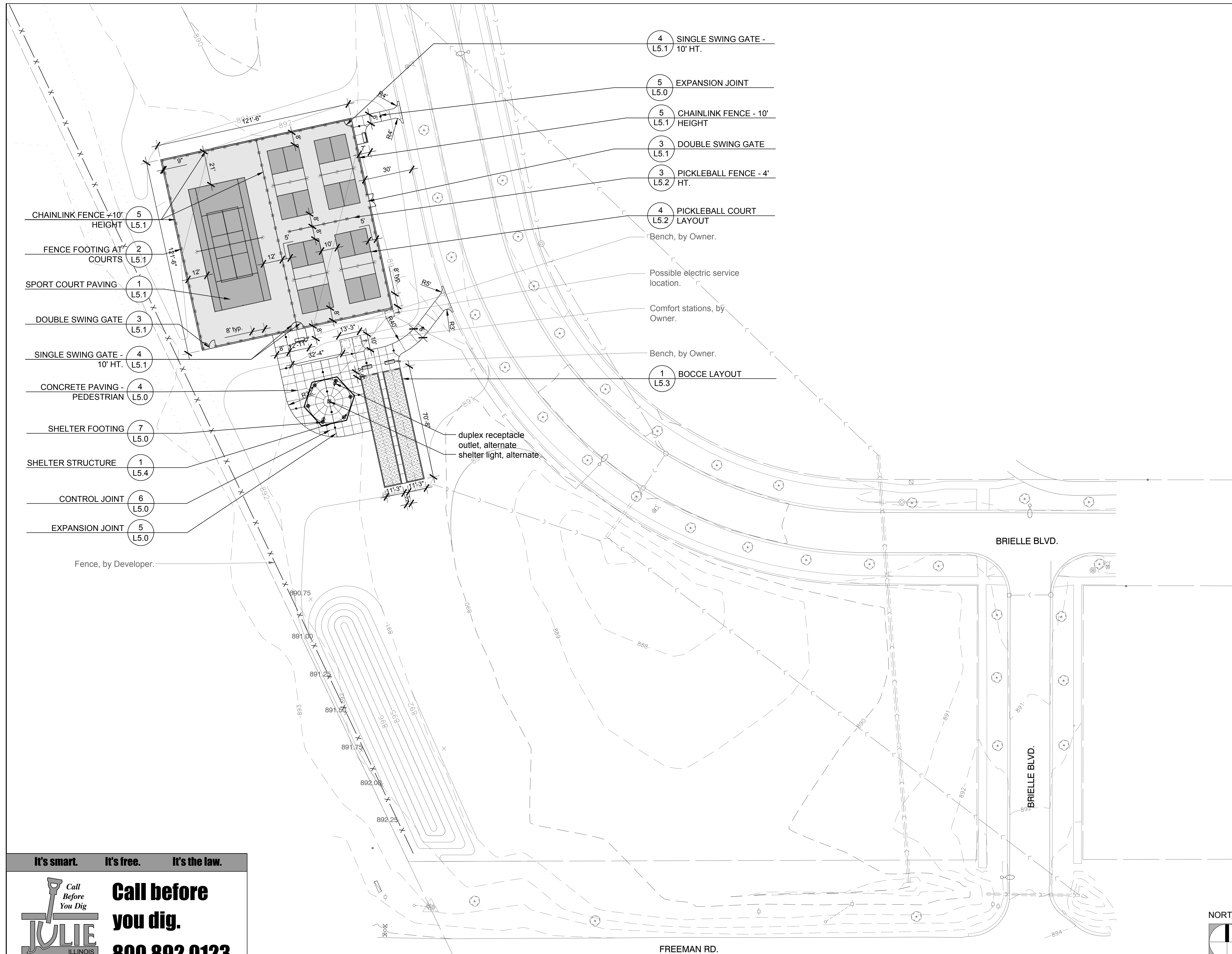
CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
SITE PREPARATION AND REMOVALS PLAN

VILLAGE  
of  
GILBERTS

SHEET NO.  
L2.0

LAST SAVED BY: LHMIGGLER ON 9/13/23  
PLOTTED BY: MONICA GOSHORN-MARONEY ON 9/13/23





- 4 SINGLE SWING GATE - L5.1 10' HT.
- 5 EXPANSION JOINT L5.0
- 5 CHAINLINK FENCE - 10' L5.1 HEIGHT
- 3 DOUBLE SWING GATE L5.1
- 3 PICKLEBALL FENCE - 4' L5.2 HT.
- 4 PICKLEBALL COURT L5.2 LAYOUT
- 1 BOCCE LAYOUT L5.3

- CHAINLINK FENCE 10' HEIGHT 5 L5.1
- FENCE FOOTING AT COURTS 2 L5.1
- SPORT COURT PAVING 1 L5.1
- DOUBLE SWING GATE 3 L5.1
- SINGLE SWING GATE - 10' HT. 4 L5.1
- CONCRETE PAVING - PEDESTRIAN 4 L5.0
- SHELTER FOOTING 7 L5.0
- SHELTER STRUCTURE 1 L5.4
- CONTROL JOINT 6 L5.0
- EXPANSION JOINT 5 L5.0

Bench, by Owner.

Possible electric service location.

Comfort stations, by Owner.

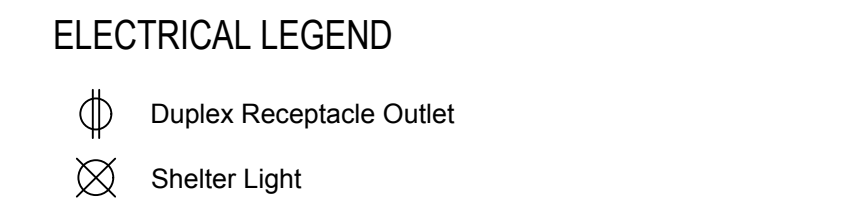
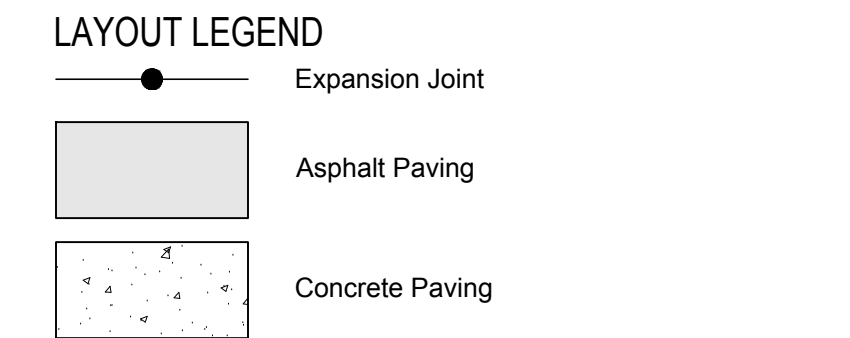
Bench, by Owner.

duplex receptacle outlet, alternate

shelter light, alternate

- ### LAYOUT NOTES
- Contractor responsible for field layout of all new improvements. Digital files of geometric information will be provided upon request in AutoCAD format. No additional payment will be made for adjustments necessary to construct the work as drawn.
  - Contractor responsible to coordinate work in order to obtain approval of all layout by Owners Representative prior to construction. No additional payment will be made to correct work if constructed incorrectly without pre-approval by Owners Representative.
  - Contractor responsible to maintain all layout stakes during construction. No additional payment will be made to replace layout stakes.
  - Place stakes at edges of sport courts, shelter, and every 25 feet on center along centerline of all pathways for review by the Owner's Representative prior to earthwork operations.
  - All dimensions from roadway are from Back of Curb unless otherwise noted.
  - All curves and radii to be smooth and not segmented.
  - Contractor to provide layout stakes every 10 feet minimum for large arcs where radius points are not accessible.
  - Adjustment to stake locations due to discrepancies between coordinates and dimensions is incidental to the contract. No additional payments will be made for this work.
  - All roadway widths are measured from edge of pavement to edge of pavement unless otherwise shown on the plans.
  - Contractor responsible to take delivery, assemble and install all materials and furnishings per manufacturer's instructions.
  - Place control and expansion joints as shown on plans and details for all curbs, walks, walls, steps, and concrete paving. Where joints are not shown, place control joints a maximum of 10 feet on center, expansion joints a maximum of 30 feet on center, and between all separate pours.
  - Refer to specifications for additional conditions, standards and notes.

- ### ELECTRICAL NOTES
- Provide GFCI Receptacles in shelter column.
  - Furnish and install Hubbell #WP26E cover. Receptacle shall be mounted 18 inches above finished floor. Coordinate conduit in column and conduit routing with Shelter manufacturer.
  - Furnish and install Bega #66058 light fixture. Furnish and install all required hardware to mount fixture to underside of shelter. Control fixture with timer.
  - Route concealed conduit up through column to light fixture.
  - Electrical contractor shall use the columns/shelter for the lighting fixture feed and receptacles. Coordinate conduit placement with all trades. Provide seal tight raceway through column. Coordinate openings in column for seal tight raceway with shelter manufacturer prior to installation.
  - Coordinate all required access/cutout locations required for receptacles, junction boxes, and lighting with shelter manufacturer and Owner prior to fabrication.



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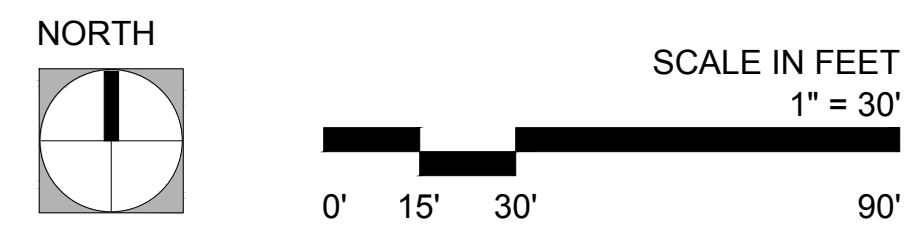
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SCALE = 1" = 30'	CHECKED — EFH	REVISED —
PROJECT NO = ---	DRAWN — CNO	REVISED —
FILE NAME = Layout and Materials Plan	CHECKED —	REVISED —



CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
LAYOUT AND MATERIALS PLAN

VILLAGE  
of  
GILBERTS

SHEET NO.  
L3.0



LAST SAVED BY: L.HUGGLER ON 9/13/23  
PLOTTED BY: MONICA GOSHORN-MARONEY ON 9/13/23



**PLANT SCHEDULE**

TREES	BOTANICAL / COMMON NAME	SIZE	QTY	
AF	Acer rubrum 'Franksred' Red Sunset® Maple	3" Cal.	2	
CE	Cercis canadensis Eastern Redbud Multi-trunk	6' Ht. Multi-Stem	6	
QB	Quercus bicolor Swamp White Oak	3" Cal.	4	
SHRUBS	BOTANICAL / COMMON NAME	SIZE	QTY	
AC	Aronia melanocarpa 'Morton' Iroquois Beauty Black Chokeberry	5 gal	8	
CF	Cornus stolonifera 'Farrow' Arctic Fire® Red Twig Dogwood	5 gal	3	
VW	Viburnum trilobum 'J.N. Select' Redwing® American Cranberrybush	5 gal	7	
ORNAMENTAL GRASSES	BOTANICAL / COMMON NAME	SIZE	QTY	
PS	Panicum virgatum 'Shenandoah' Shenandoah Switch Grass	1 gal	7	
SJ	Schizachyrium scoparium 'Jazz' Jazz Little Bluestem	1 gal	12	
PERENNIALS	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
AX	Allium x 'Big Beauty' Big Beauty Allium	1 Gal.	18" o.c.	37

**COVER CROP - BY OWNER**

Scientific Name	Common Name	LB/Acre
Avena sativa	Seed oats	32
Lolium multiflorum	Annual rye grass	6
<b>Total LB/Acre:</b>		<b>38</b>

**NATIVE SEED MIX A - BY OWNER**

CODE	SCIENTIFIC NAME	COMMON NAME	LB/ACRE
BOUCUR	Bouteloua curtipendula	Side-oats Grama	8.00
CBICK	Carex bicknellii	Copper-shouldered Oval Sedge	0.38
CBREV	Carex breviflor	Plains Oval Sedge	0.25
CKMOLE	Carex molesta	Field Oval Sedge	0.13
ELCAN	Elymus canadensis	Canada Wild Rye	2.00
JUNDUD	Juncus dudleyi	Dudley's Rush	0.01
PANVIR	Panicum virgatum	Switch Grass	0.50
SCHSCO	Schizachyrium scoparium	Little Bluestem	3.00
			<b>14.258</b>

**Wildflowers**

CODE	SCIENTIFIC NAME	COMMON NAME	LB/ACRE
ALLCER	Allium cernuum	Nodding Onion	0.19
AMOCAN	Amaranthus canadensis	Lead Plant	0.13
ASCTUB	Asclepias tuberosa	Butterfly Weed	1.00
BAPALB	Baptisia alba	White Wild Indigo	0.16
CHAFAS	Chamaecrista fasciculata	Partridge Pea	1.00
CORLAN	Coreopsis lanceolata	Sand Coreopsis	0.38
CORPAL	Coreopsis palmata	Prairie Coreopsis	0.25
DALPUR	Dalea purpurea	Purple Prairie Clover	0.50
ECHPAL	Echinacea pallida	Pale Purple Coneflower	1.00
ECHPUR	Echinacea purpurea	Purple Coneflower	0.38
ERYJUC	Eryngium yuccifolium	Rattlesnake Master	0.25
EUPCOR	Euphorbia corollata	Flowering Spurge	0.25
HELHEL	Helianthus helianthoides	Early Sunflower	0.38
LESCAP	Lespedeza capitata	Round-headed Bush Clover	0.25
LIAASP	Liatris aspera	Button Blazing Star	0.19
LIAPYC	Liatris pycnostachya	Prairie Blazing Star	0.25
MONFIS	Monarda fistulosa	Wild Bergamot	0.13
PARNIT	Parthenium integrifolium	Wild Quinine	0.50
PENDIG	Penstemon digitalis	Foxglove Beardtongue	0.13
PYCTEN	Pycnanthemum tenuifolium	Slender Mountain Mint	0.02
RATPIN	Ratibida pinnata	Yellow Coneflower	0.25
RUDFUL	Rudbeckia fulgida	Orange Coneflower	0.25
RUDHIR	Rudbeckia hirta	Black-eyed Susan	0.50
SOLJUN	Solidago juncea	Early Goldenrod	0.03
SOLRIG	Solidago rigida	Stiff Goldenrod	0.06
SYMERY	Symphyotrichum ericoides	Heath Aster	0.06
SYMMLA	Symphyotrichum laeve	Smooth Blue Aster	0.06
SYMNOV	Symphyotrichum novae-angliae	New England Aster	0.03
TRACHO	Tradescantia ohioensis	Ohio Spiderwort	0.50
VERSTR	Verbena stricta	Hoar Vervain	0.13
ZIZAUR	Zizia aurea	Golden Alexanders	1.00

**NATIVE SEED MIX B - BY OWNER**

CODE	SCIENTIFIC NAME	COMMON NAME	LB/ACRE
CALCAN	Calamagrostis canadensis	Blue Joint Grass	0.05
CBREV	Carex breviflor	Plains Oval Sedge	0.13
CXCRI	Carex cristatella	Crested Oval Sedge	0.09
CKMOLE	Carex molesta	Field Oval Sedge	0.25
CSOCP	Carex scoparia	Lance-fruited Oval Sedge	0.13
COSTIP	Carex stipata	Common Fox Sedge	0.13
CWVILP	Carex vulpinoidea	Brown Fox Sedge	0.13
ELEPAL	Eleocharis palustris	Great Spike Rush	0.06
ELVIR	Elymus virginicus	Virginia Wild Rye	3.00
GLYSTR	Glyceria striata	Glyceria Manna Grass	0.13
JUNDUD	Juncus dudleyi	Dudley's Rush	0.06
PANVIR	Panicum virgatum	Switch Grass	1.00
SCIATR	Scirpus atrovirens	Dark-green Bulrush	0.01
SPAPEC	Spartina pectinata	Cord Grass	2.00
			<b>7.273</b>

**Wildflowers**

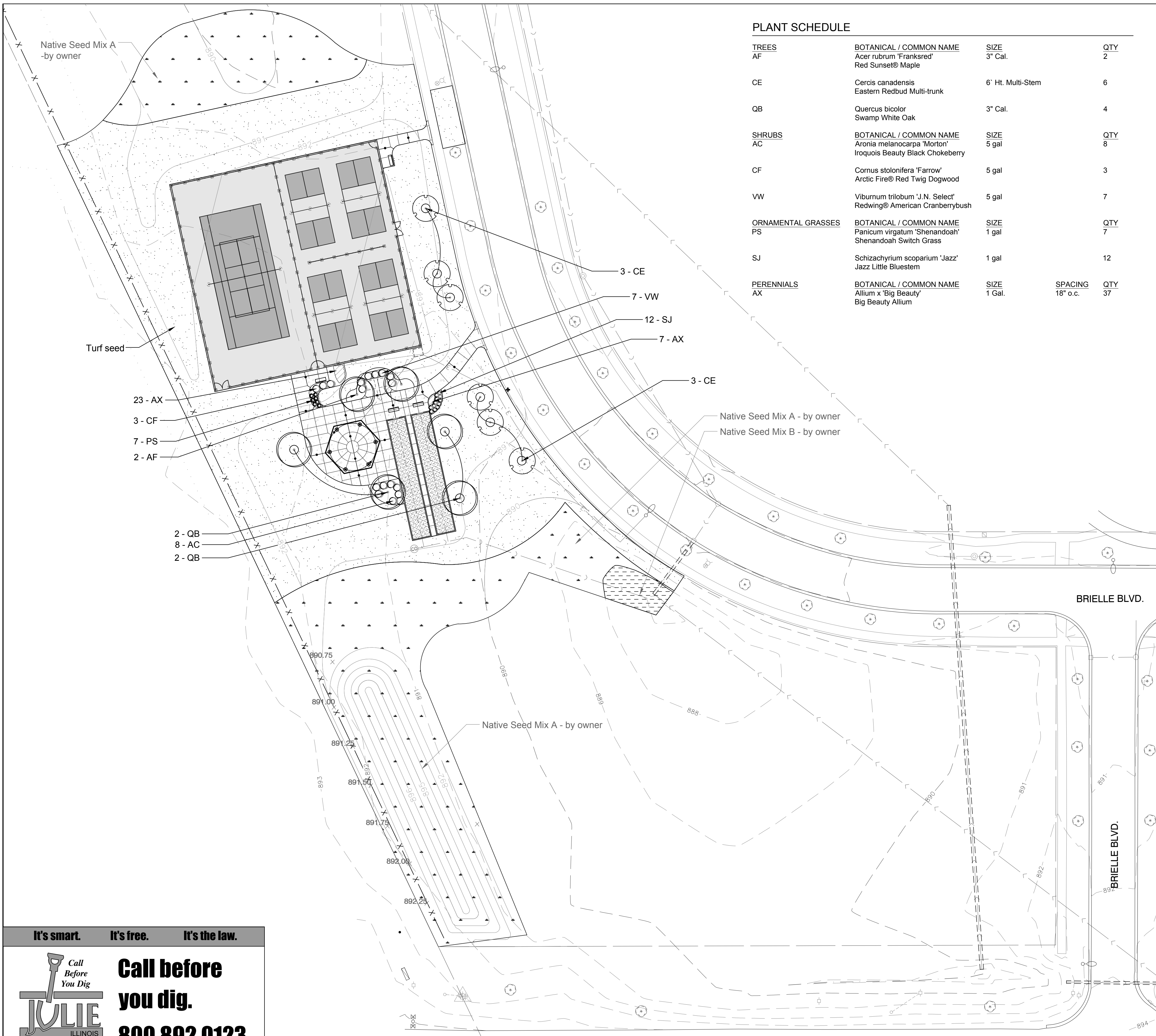
CODE	SCIENTIFIC NAME	COMMON NAME	LB/ACRE
ALLCER	Allium cernuum	Nodding Onion	0.75
ASCINC	Asclepias incarnata	Swamp Milkweed	0.38
BIDGER	Bidens cernua	Nodding Bur Marigold	0.09
BOLAST	Boltonia asteroides	False Aster	0.03
CHAFAS	Chamaecrista fasciculata	Partridge Pea	1.00
CORTRI	Coreopsis tripteris	Tall Coreopsis	0.25
DESCAA	Desmodium canadense	Showy Tick Trefoil	0.19
DOELUMB	Doellingeria umbellata	Flat-topped Aster	0.09
ECHPUR	Echinacea purpurea	Purple Coneflower	0.25
ERYJUC	Eryngium yuccifolium	Rattlesnake Master	1.00
EUPPER	Eupatorium perfoliatum	Boneset	0.02
EUTGRA	Euthamia graminifolia	Grass-leaved Goldenrod	0.06
EUTMAC	Eutrochium maculatum	Spotted Joe Pye Weed	0.03
HELAUT	Helianthus autumnale	Shneeweed	0.06
LIAPYC	Liatris pycnostachya	Prairie Blazing Star	0.38
LIASPI	Liatris spicata	Marsh Blazing Star	0.13
MONFIS	Monarda fistulosa	Wild Bergamot	0.25
PENDIG	Penstemon digitalis	Foxglove Beardtongue	0.13
PVCVIR	Pycnanthemum virginianum	Virginia Mountain Mint	0.13
RUDHIR	Rudbeckia hirta	Black-eyed Susan	0.50
RUDSUB	Rudbeckia subtomentosa	Sweet Black-eyed Susan	0.13
RUDTRI	Rudbeckia triloba	Brown-eyed Susan	0.13
SILAC	Silphium laciniatum	Compass Plant	0.38
SILTER	Silphium laciniatum	Prairie Dock	0.19
SOLRID	Solidago riddellii	Riddell's Goldenrod	0.03
SOLRIG	Solidago rigida	Stiff Goldenrod	0.25
SYMNOV	Symphyotrichum novae-angliae	New England Aster	0.19
TRADAS	Thalictrum dasycarpum	Purple Meadow Rue	0.13
TRACHO	Tradescantia ohioensis	Ohio Spiderwort	0.25
VERHAS	Verbena hastata	Blue Vervain	0.13
VERFAS	Verbena fasciculata	Common Ironweed	0.06
ZIZAUR	Zizia aurea	Golden Alexanders	0.50

**PLANTING NOTES**

- Seed limit line is approximate. Seed to limits of grading and disturbance. Contractor responsible for restoration of any unauthorized disruption outside of designated construction area.
- Contractor responsible for erosion control in all seeded areas.
- Tree mulch rings in turf areas are 5 foot diameter, typical. Contractor shall provide a mulch ring around all existing trees within the limit of work. Remove all existing grass from area to be mulched and provide a typical v-trench edge.
- Bedlines are to be spade cut to a minimum depth of 3 inches unless otherwise shown on the plans. Curved bedlines are to be smooth and not segmented.
- Do not locate plants within 10' of utility structures, or within 5' horizontally of underground utility lines unless otherwise shown on the plans. Consult with Landscape Architect if these conditions exist.
- Payments will be made based on actual quantities installed as measured in place by the Owners Representative.
- Refer to specifications for additional conditions, standards and notes.

**PLANTING LEGEND**

- Shade Tree, typical. See detail for installation.
- Ornamental Tree, typical. See detail for installation.
- Evergreen Tree, typical. See detail for installation.
- Shrub, typical. See detail for installation.
- Perennial, Groundcover and Annual, typical. See detail for installation.
- Turf Seed
- Native Seed Mix A
- Native Seed Mix B



**It's smart. It's free. It's the law.**

Call Before You Dig

**Call before you dig.**

**800.892.0123**

ILLINOIS ONE-CALL SYSTEM

DATE = 09/11/2023	DESIGNED = MGM	REVISED =
SCALE = 1" = 30'	CHECKED = EFH	REVISED =
PROJECT NO =	DRAWN = CNO	REVISED =
FILE NAME = Planting Plan	CHECKED =	REVISED =



CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
PLANTING PLAN

VILLAGE of GILBERTS

SHEET NO. L4.0

NORTH

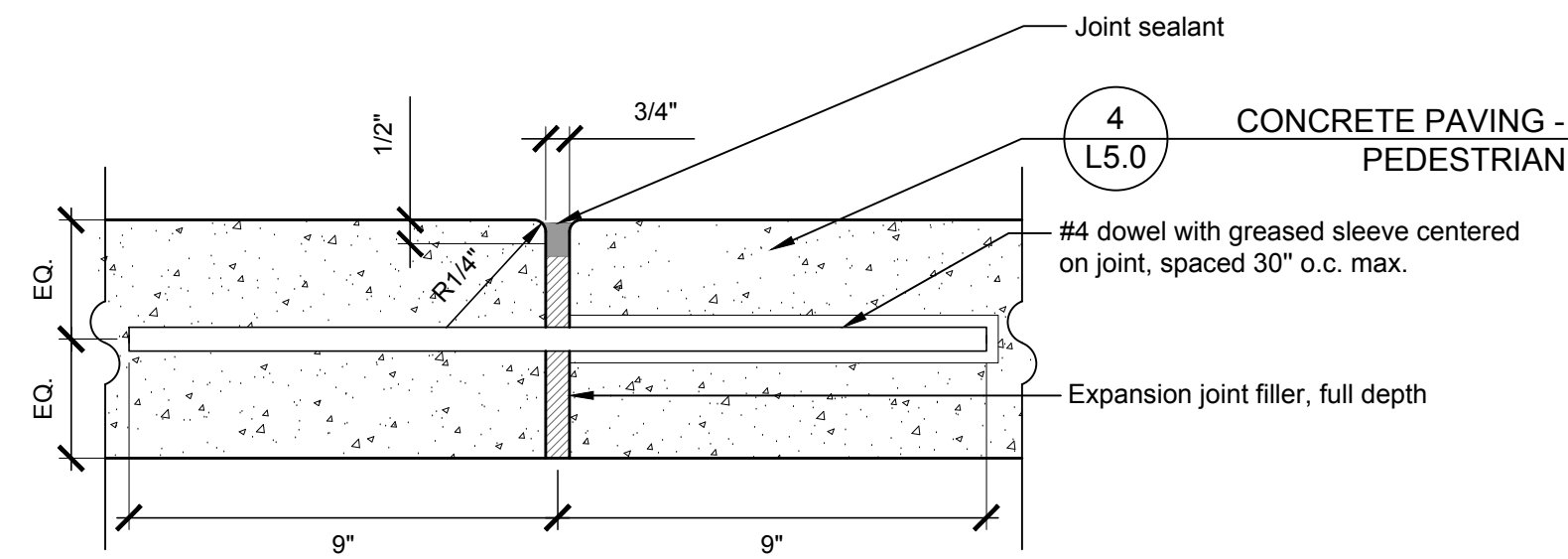
SCALE IN FEET  
1" = 30'

0' 15' 30' 90'

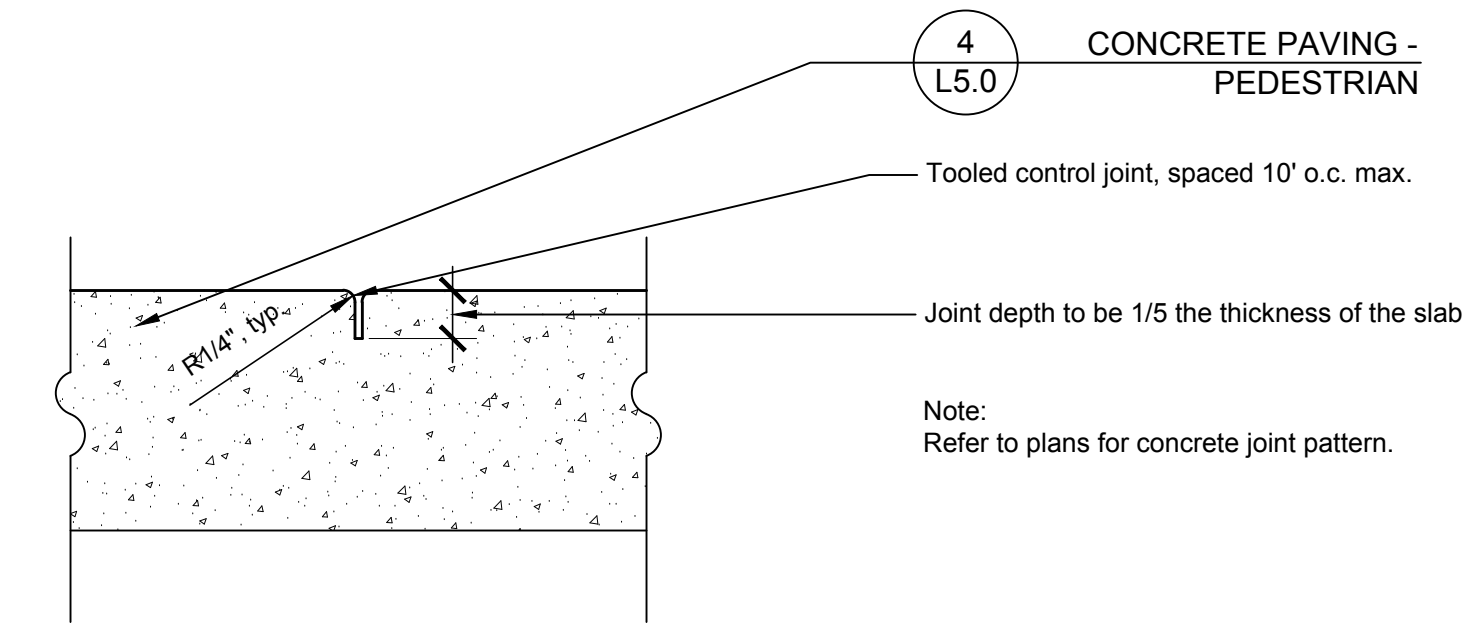


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PLOTTED BY: MONICA GOSHORN-MARONEY ON 9/13/23

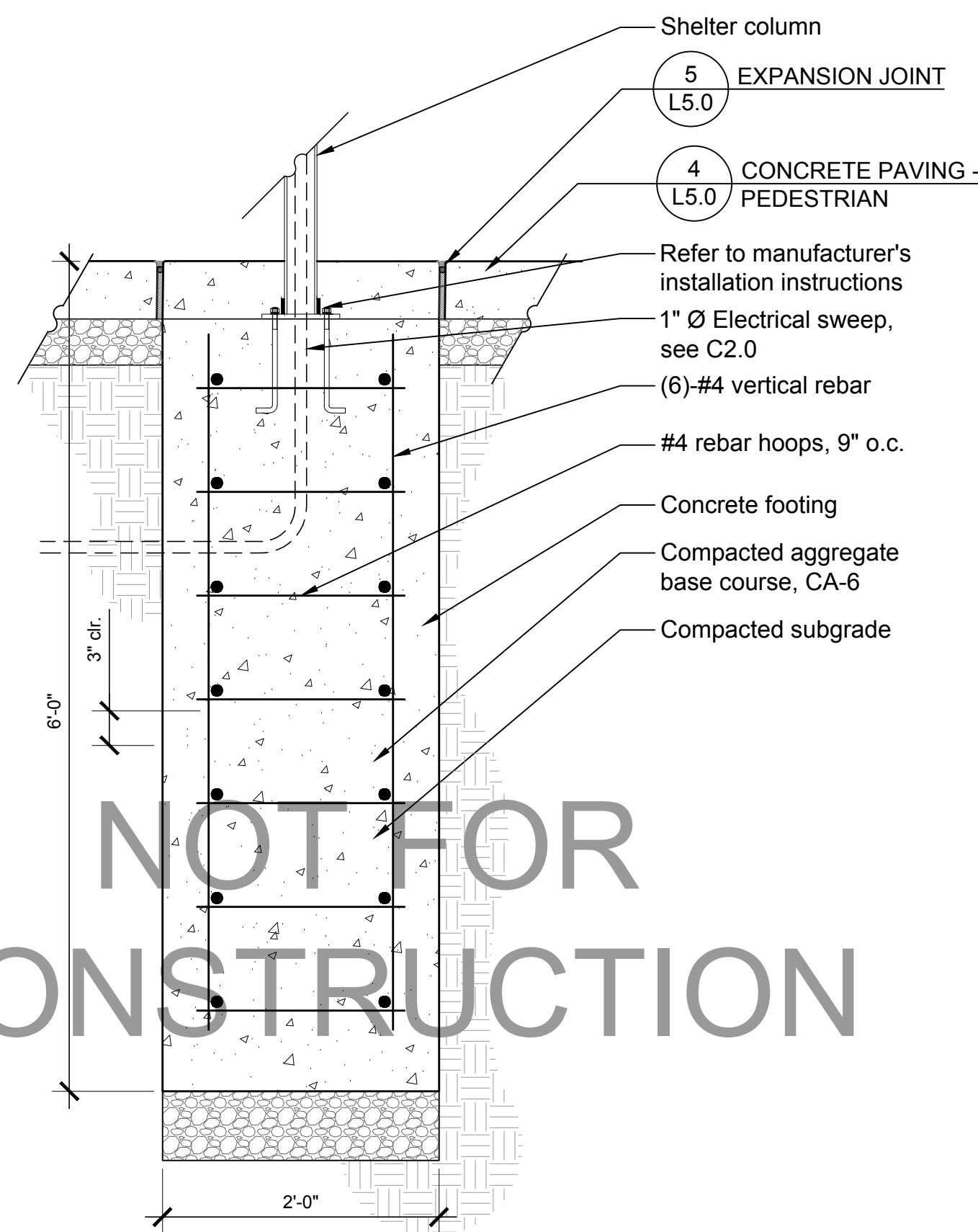




**4 EXPANSION JOINT**  
3" = 1'-0"

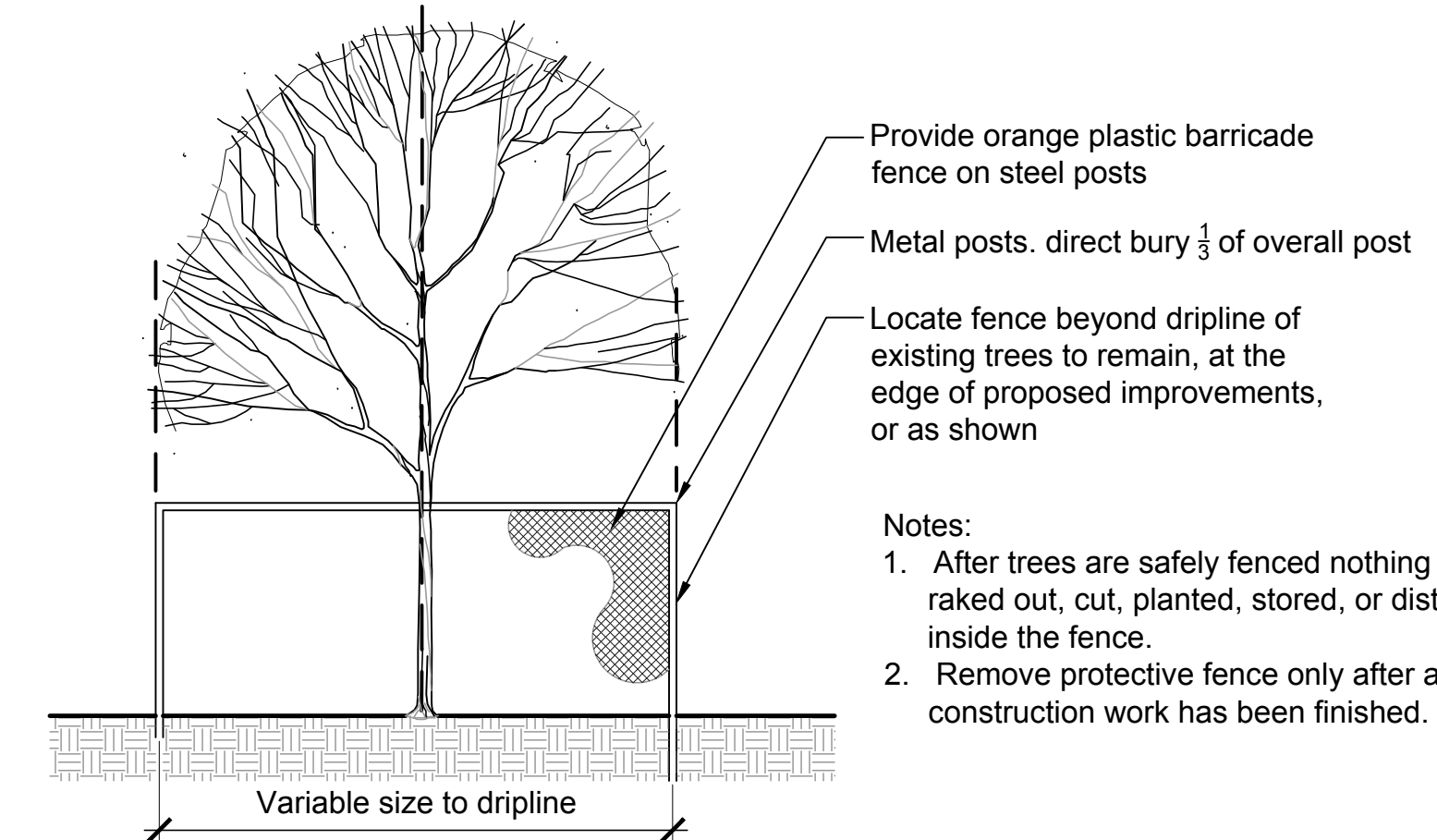
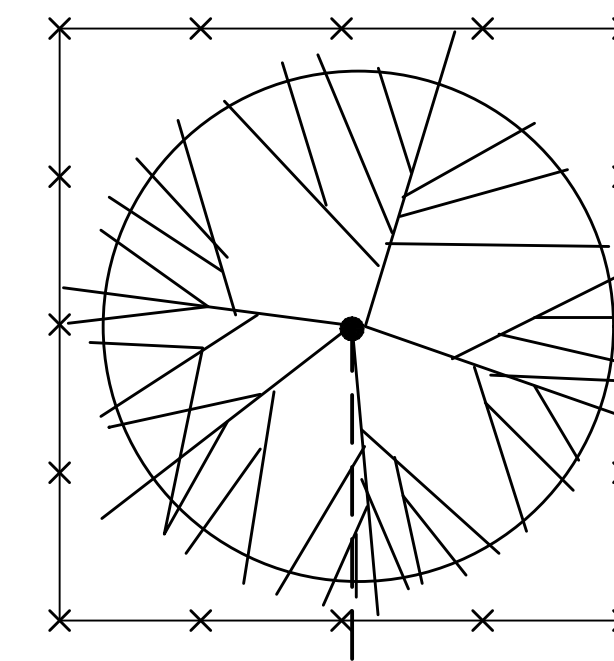


**5 CONTROL JOINT**  
3" = 1'-0"

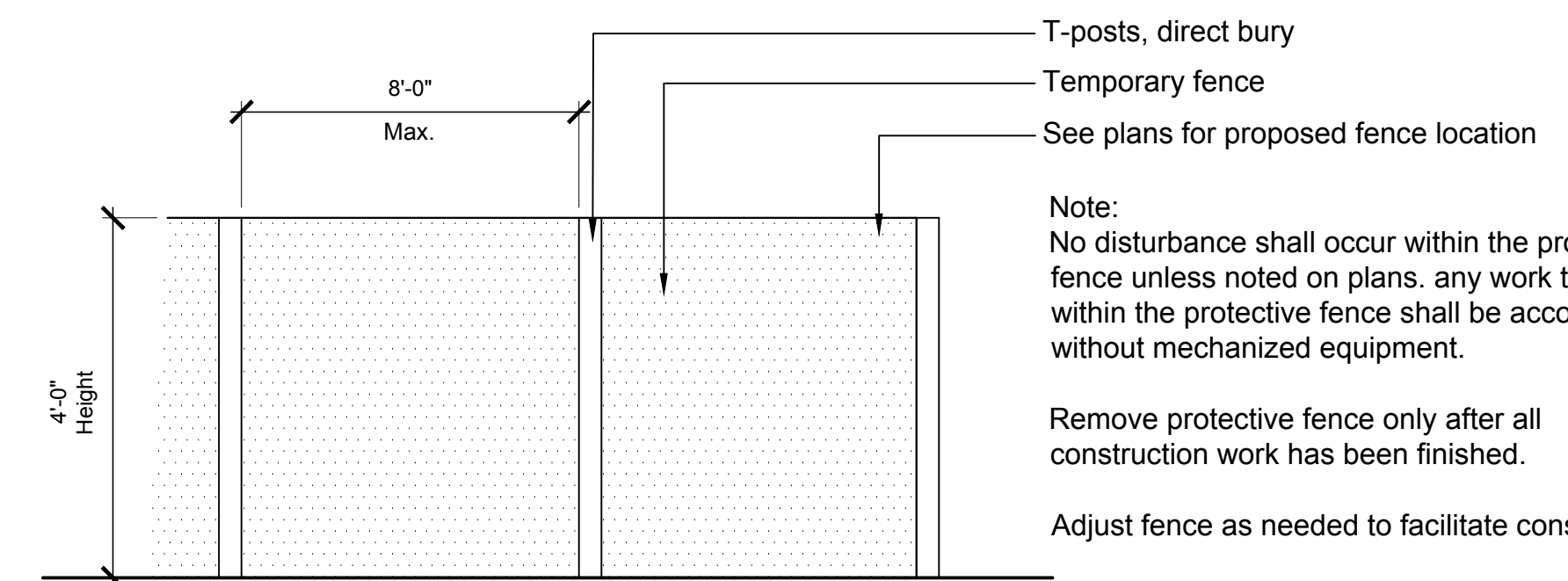


**6 SHELTER FOOTING**  
1" = 1'-0"

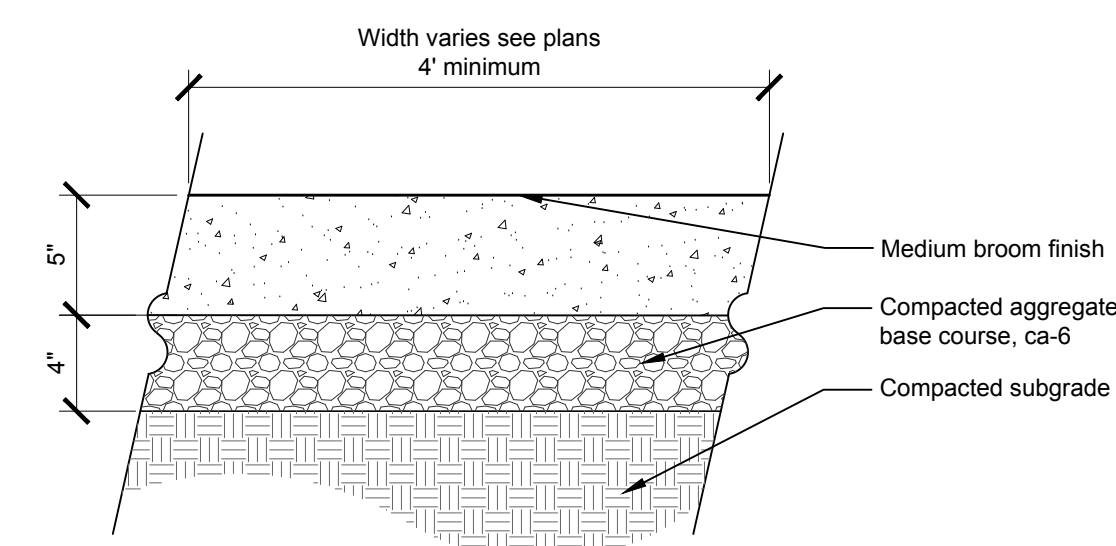
NOT FOR CONSTRUCTION



**1 TREE PROTECTION FENCE**  
1/2" = 1'-0"



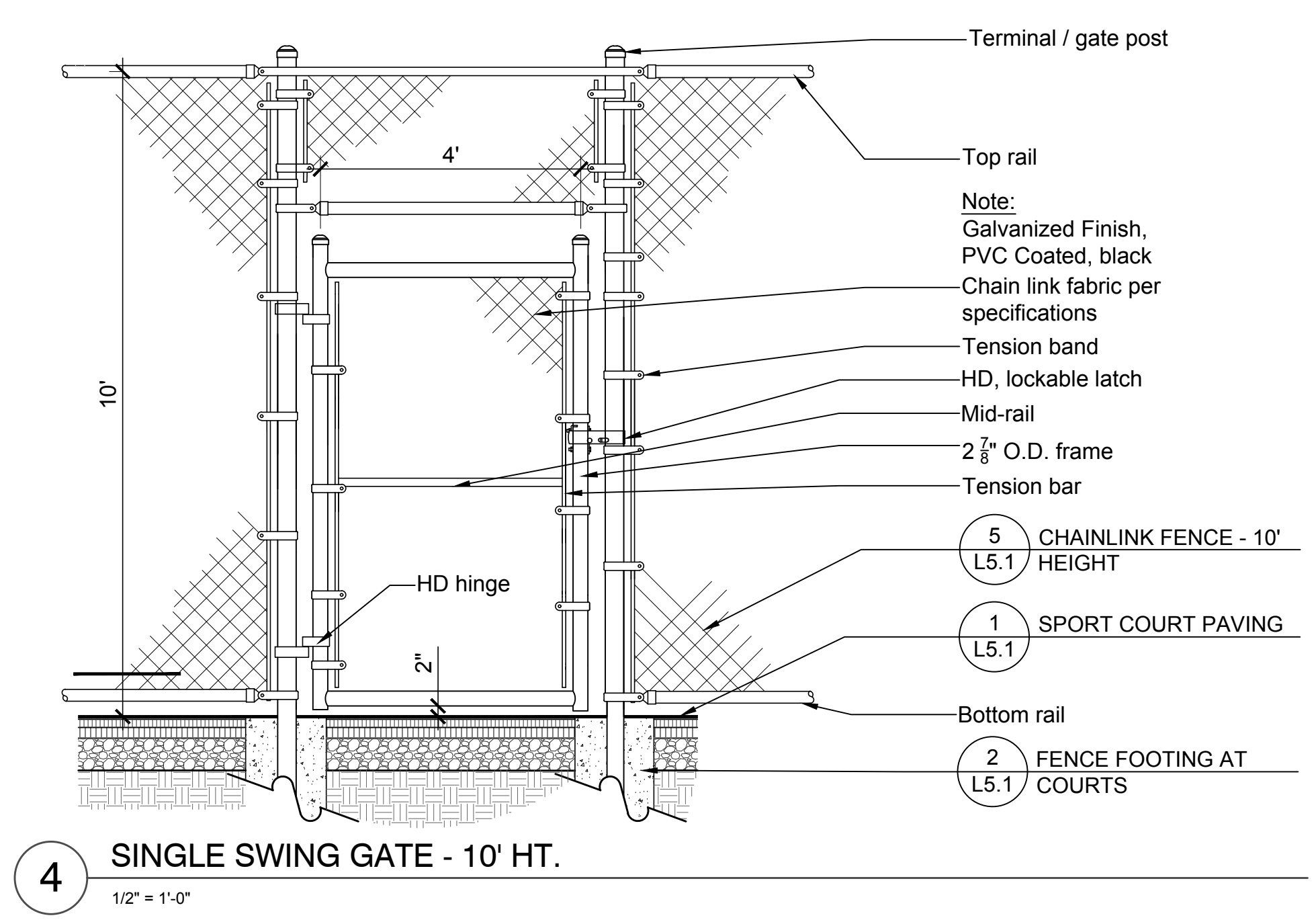
**2 TEMPORARY CONSTRUCTION FENCE**  
1/4" = 1'-0"



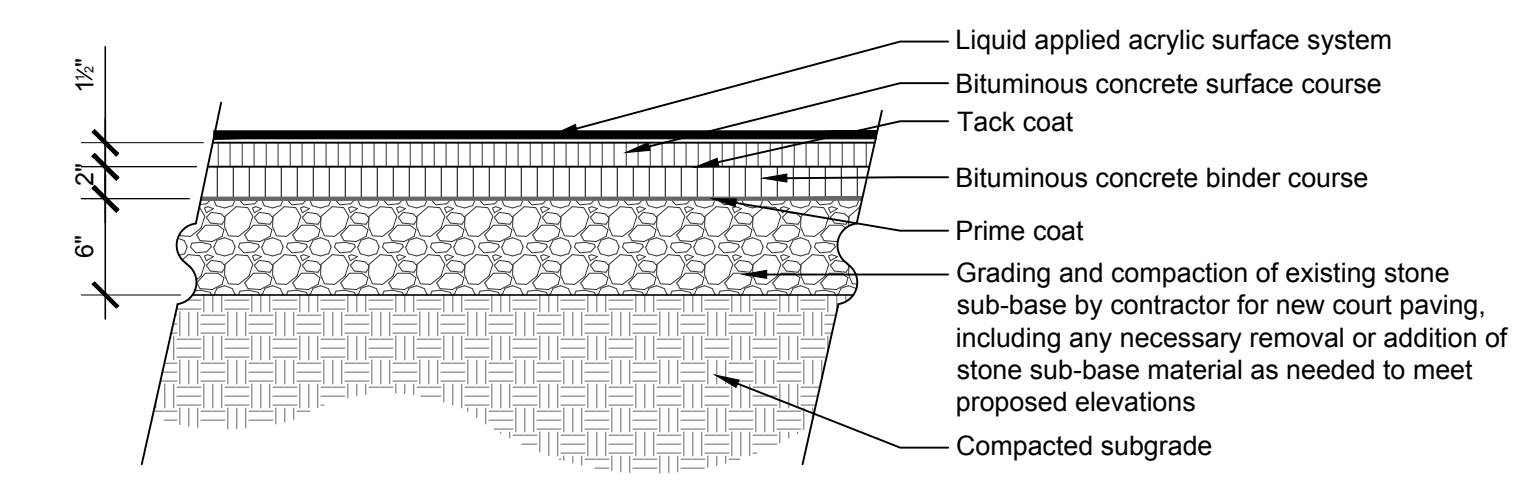
**3 CONCRETE PAVING - PEDESTRIAN**  
1 1/2" = 1'-0"

P-NN-VIL1-CONS-03

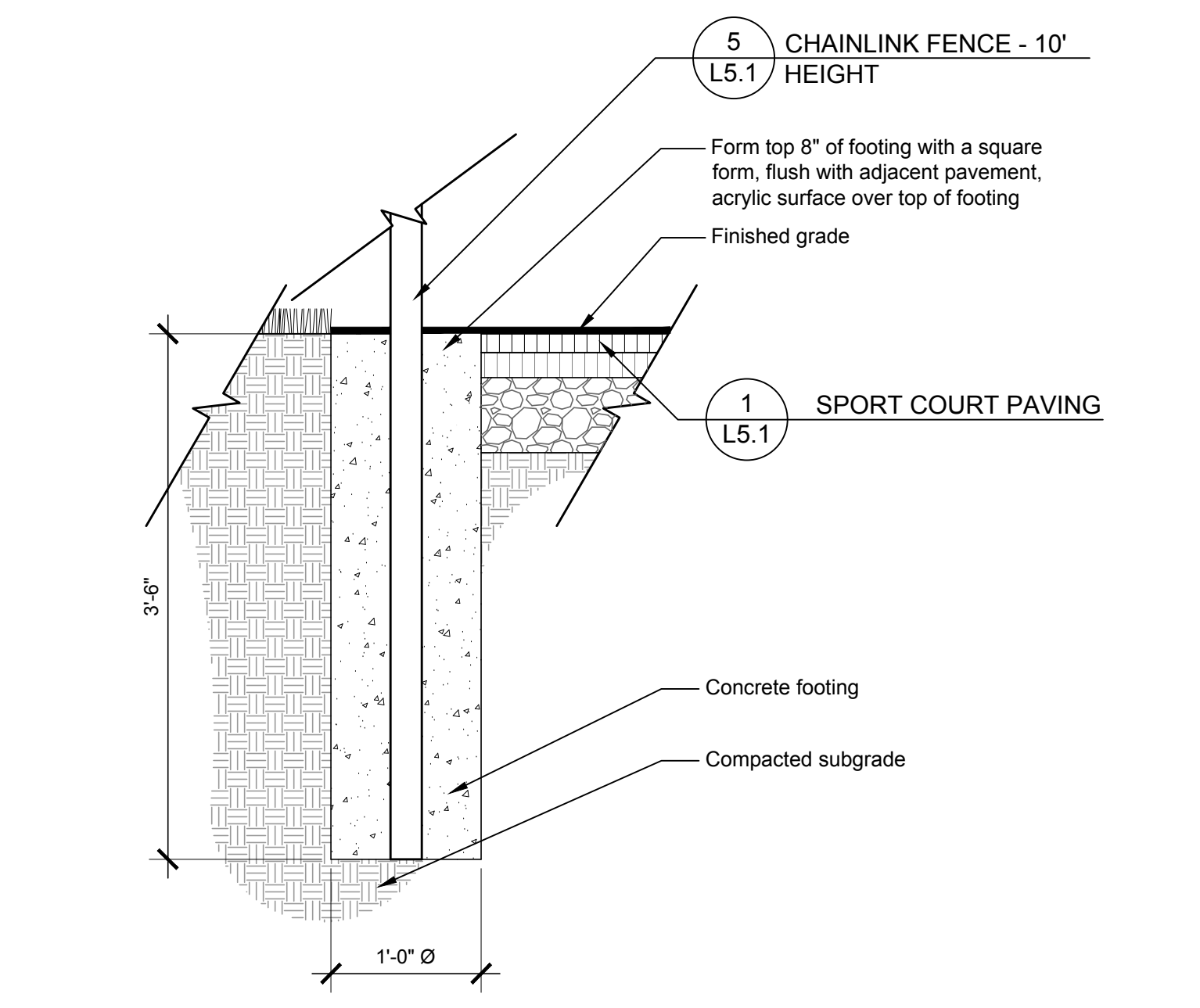
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SCALE = AS NOTED	CHECKED -- EFH	REVISED --
PROJECT NO = ---	DRAWN -- CNO	REVISED --
FILE NAME = Details-L5.0 DETAILS	CHECKED --	REVISED --



**4 SINGLE SWING GATE - 10' HT.**  
1/2" = 1'-0"

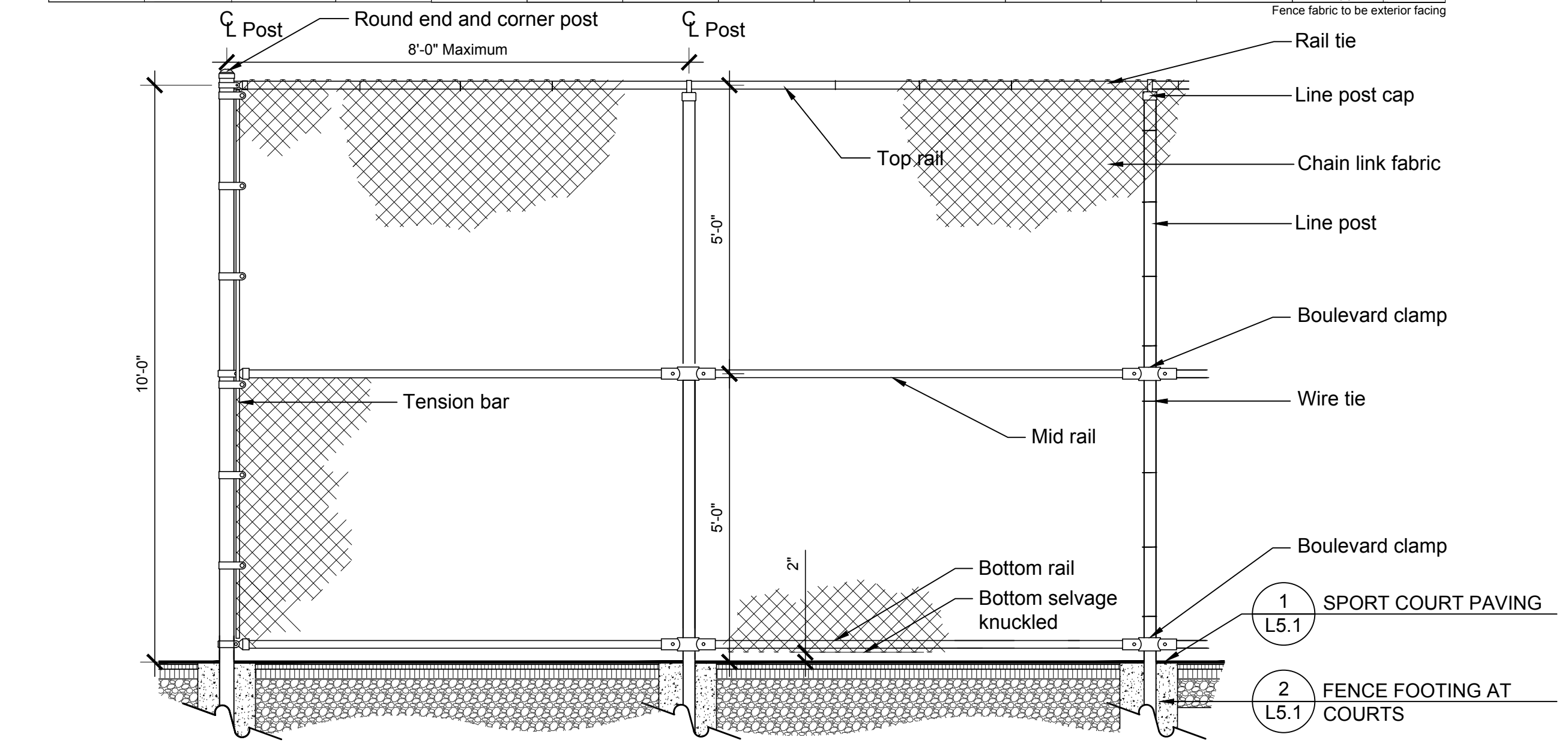


**1 SPORT COURT PAVING**  
1" = 1'-0"

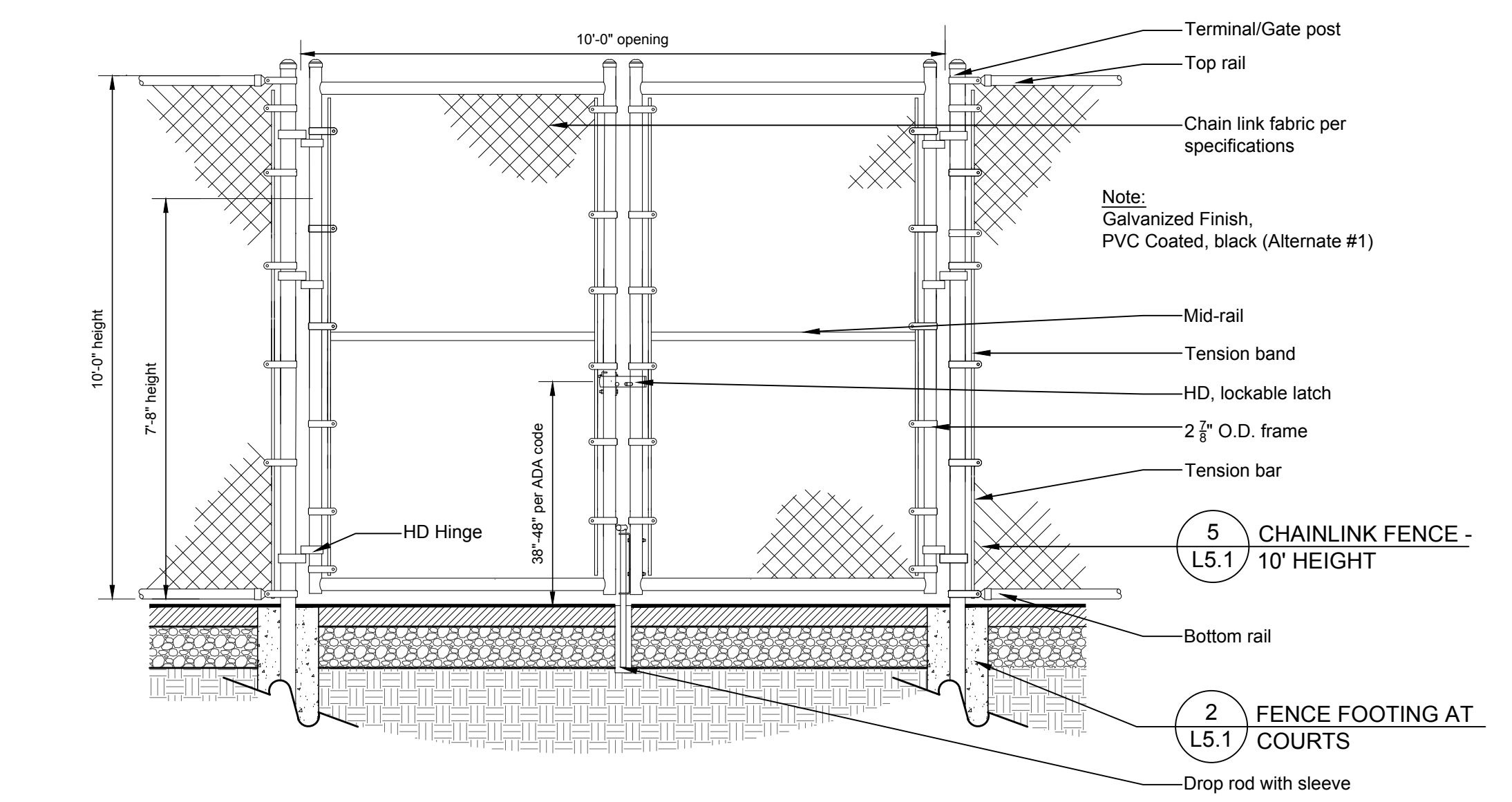


**2 FENCE FOOTING AT COURTS**  
1" = 1'-0"

Chainlink Fence Schedule														
Height	Mid Rail Height	Fabric (Height/ Gauge/Mesh)	Fabric Selvage (top and bottom)	Footing Depth	Terminal Posts	Line Posts	Post Spacing	Top Rail	Mid Rail	Bottom Rail	Truss Rod w/ Turnbuckle	Tension Wire	PVC Coated	Post Cap
10'	5'	9GA. / 2"	knuckle	42"	3"	2.5"	Max 8'-0" O.C.	1.66"	1.66"	1.66"	n/a	n/a	Black	Dome

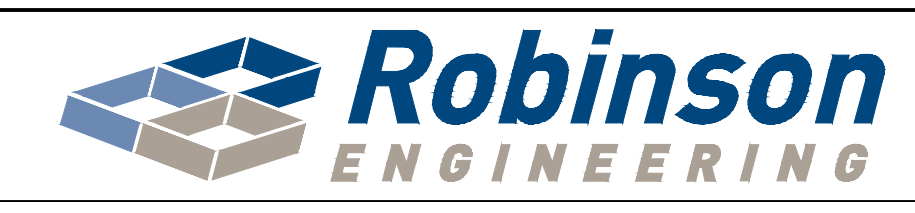


**5 CHAINLINK FENCE - 10' HEIGHT**  
1/2" = 1'-0"



**3 DOUBLE SWING GATE**  
1/2" = 1'-0"

DATE = 09/11/2023	DESIGNED -- MGM	REVISED -- Addendum #1 06/23/2023
SCALE = AS NOTED	CHECKED -- EFH	REVISED --
PROJECT NO = ---	DRAWN -- CNO	REVISED --
FILE NAME = Details-L5.1 DETAILS	CHECKED --	REVISED --



CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
DETAILS

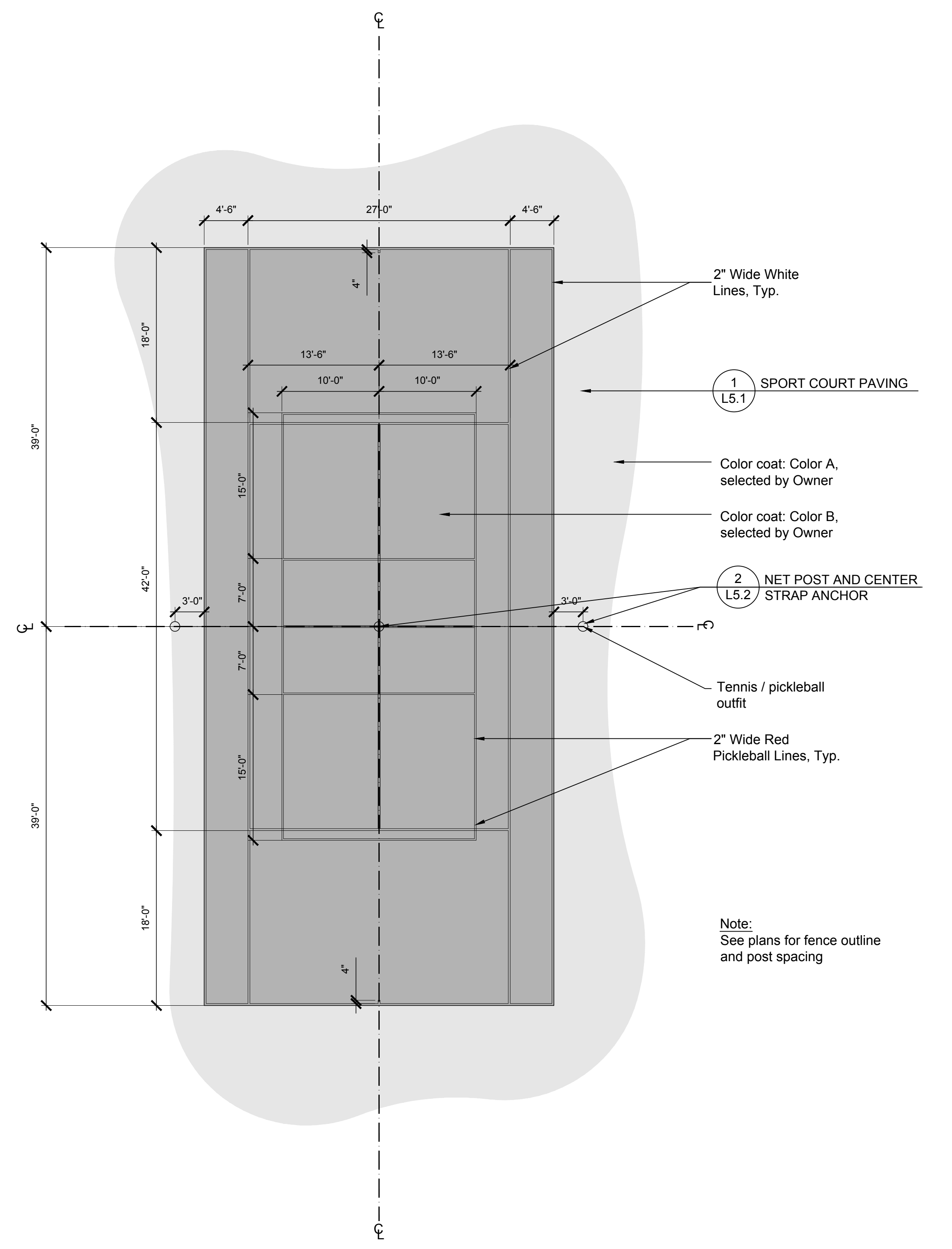
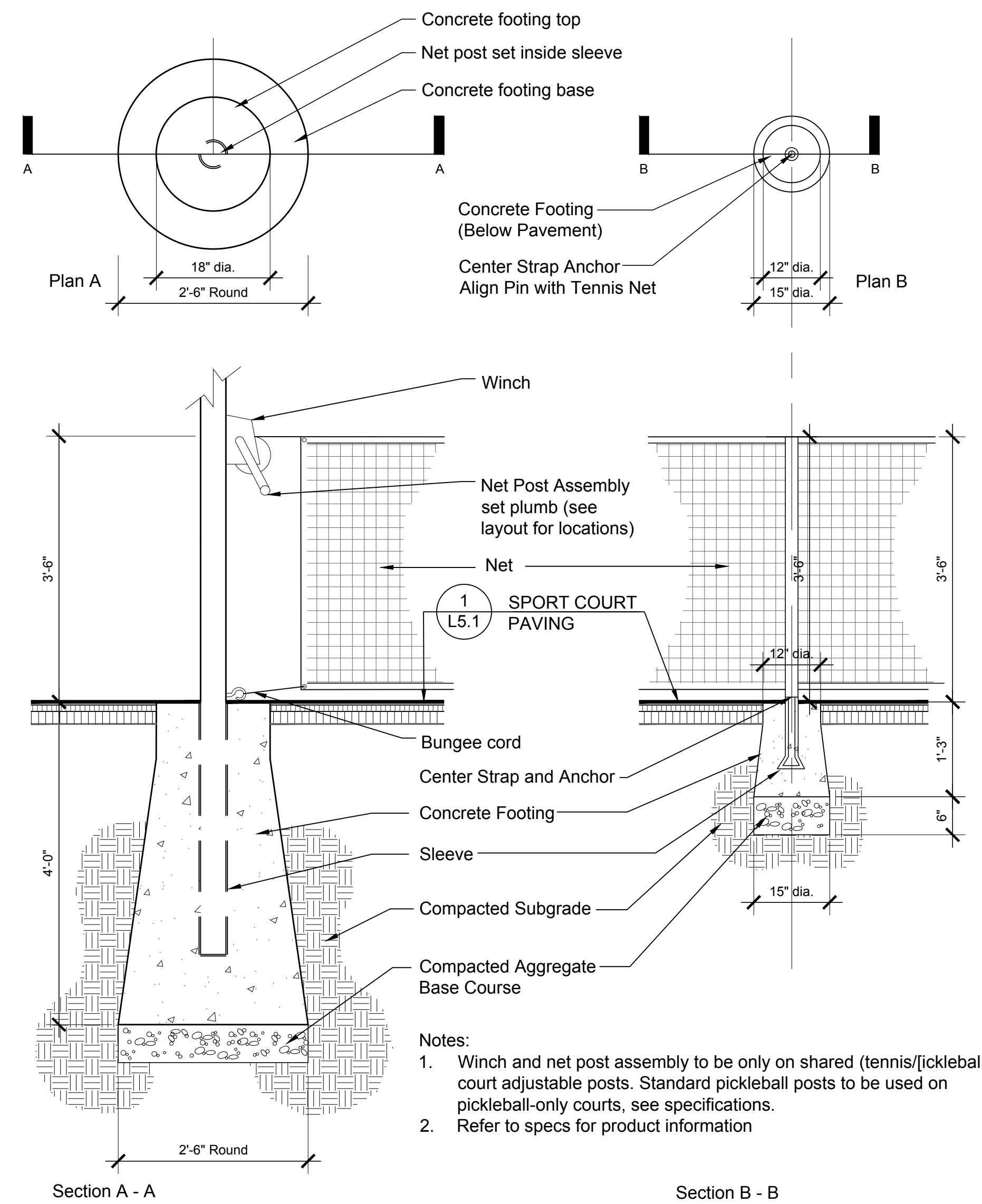
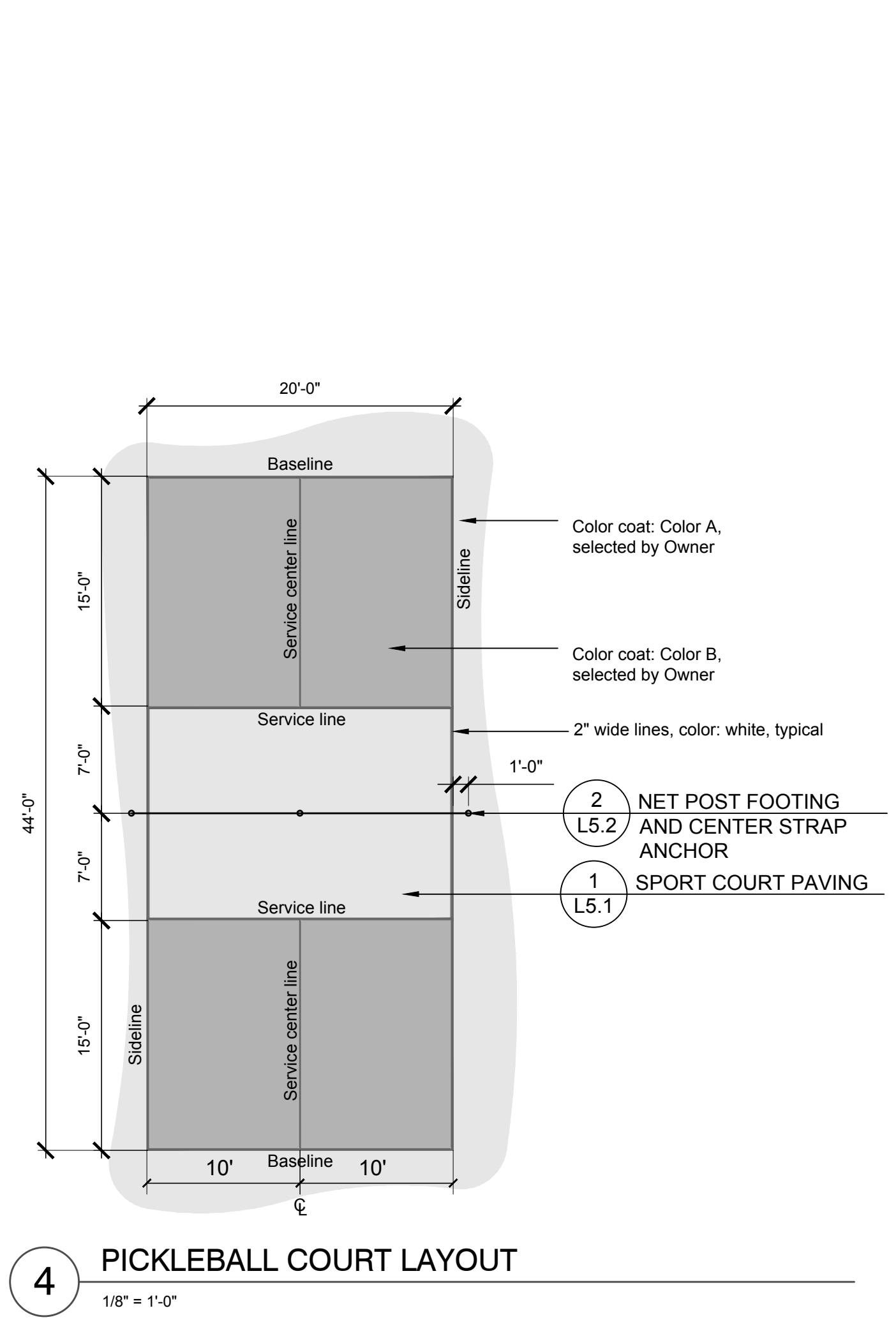
VILLAGE  
of  
GILBERTS

SHEET NO.  
L5.1

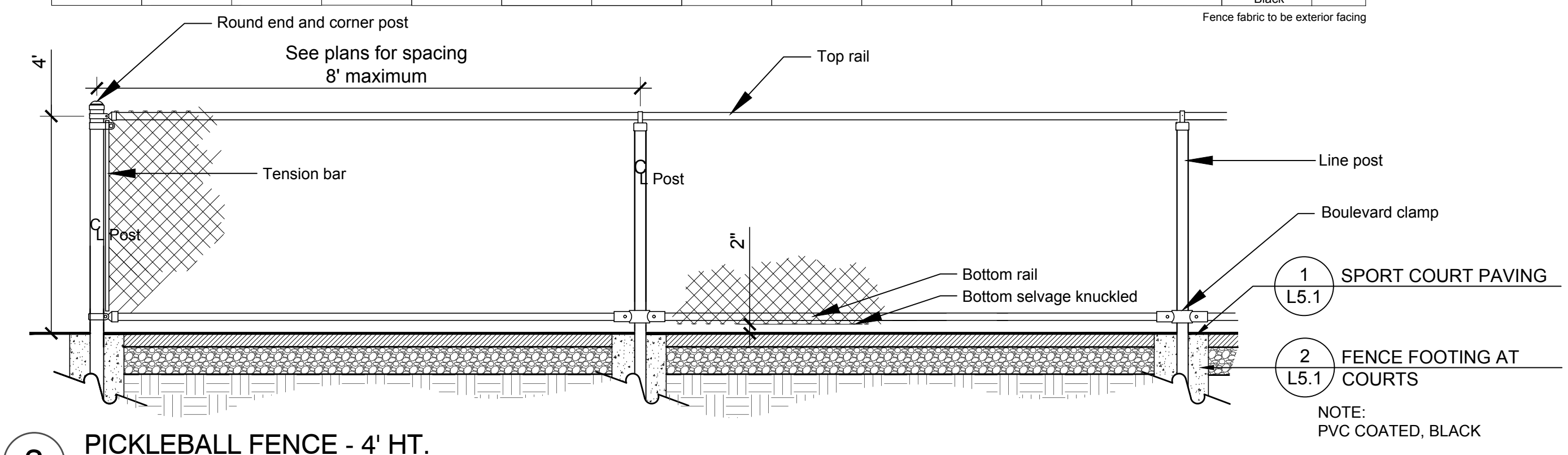


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PLOTTED BY: MONICA GOSHORN-MARONEY ON 9/13/23





Chainlink Fence Schedule														
Height	Mid Rail Height	Fabric (Height/ Gauge/Mesh)	Fabric Selvage (top and bottom)	Footing Depth	Terminal Posts	Line Posts	Post Spacing	Top Rail	Mid Rail	Bottom Rail	Truss Rod w/ Turnbuckle	Tension Wire	PVC Coated	Post Cap
4'	n/a	9GA. / 1-3/4"	knuckle	42"	3"	3"	Max 8'-0" O.C.	1.66"	1.66"	1.66"	n/a	n/a	Black	Dome



DATE = 09/11/2023	DESIGNED -- MGM	REVISED --
SCALE = AS NOTED	CHECKED -- EFH	REVISED --
PROJECT NO = ---	DRAWN -- CNO	REVISED --
FILE NAME = Details-L5.2 DETAILS	CHECKED --	REVISED --

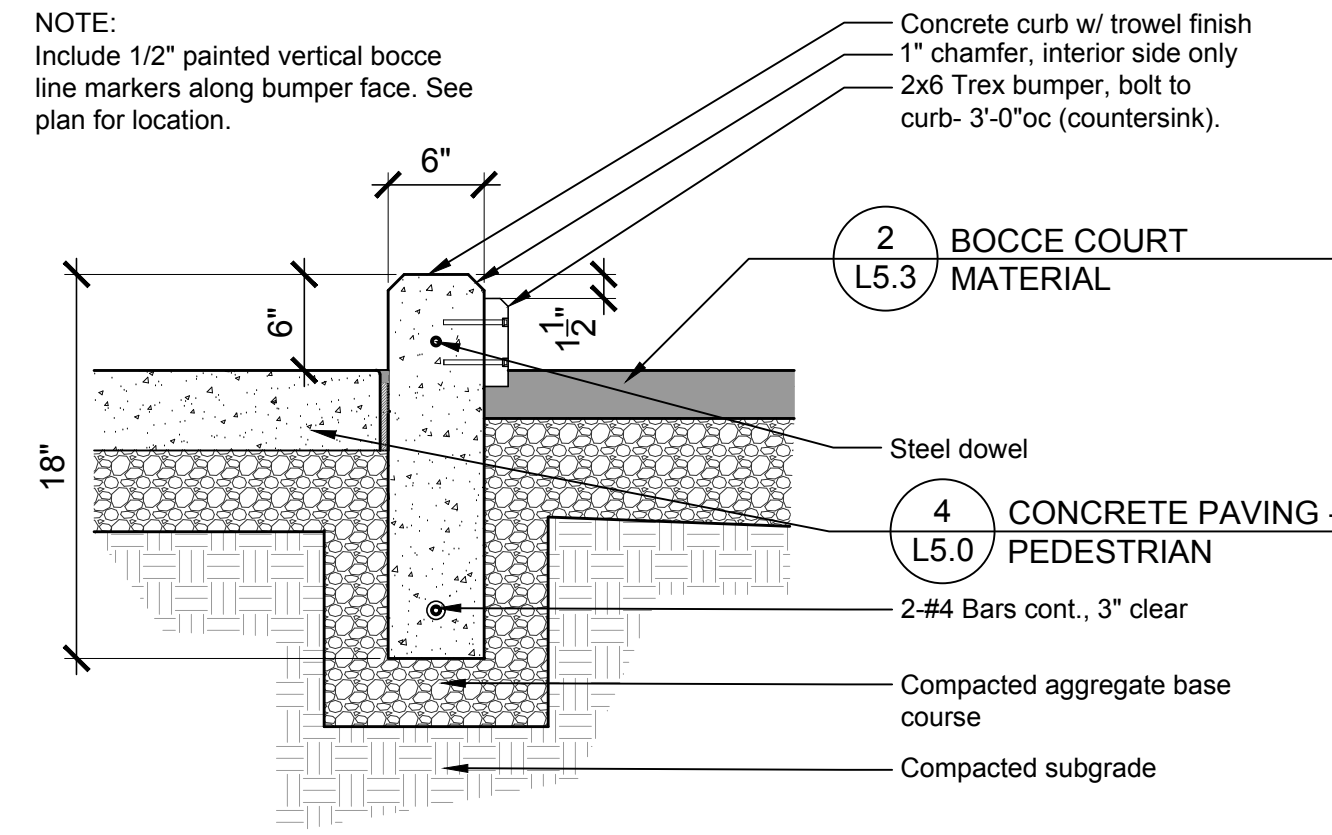
CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
DETAILS

VILLAGE  
of  
GILBERTS

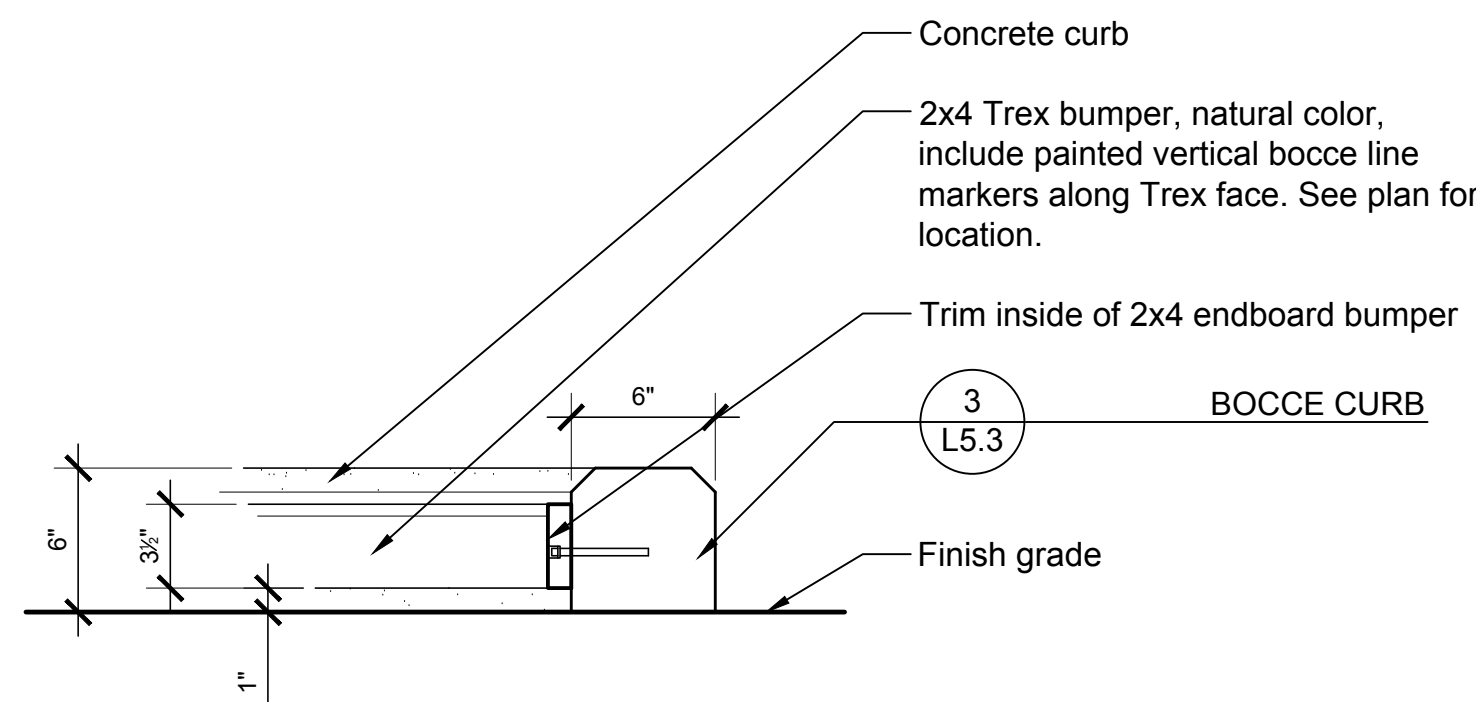
SHEET NO.  
L5.2

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PLOTTED BY: MONICA GOSHORN-MARONEY ON 9/13/23

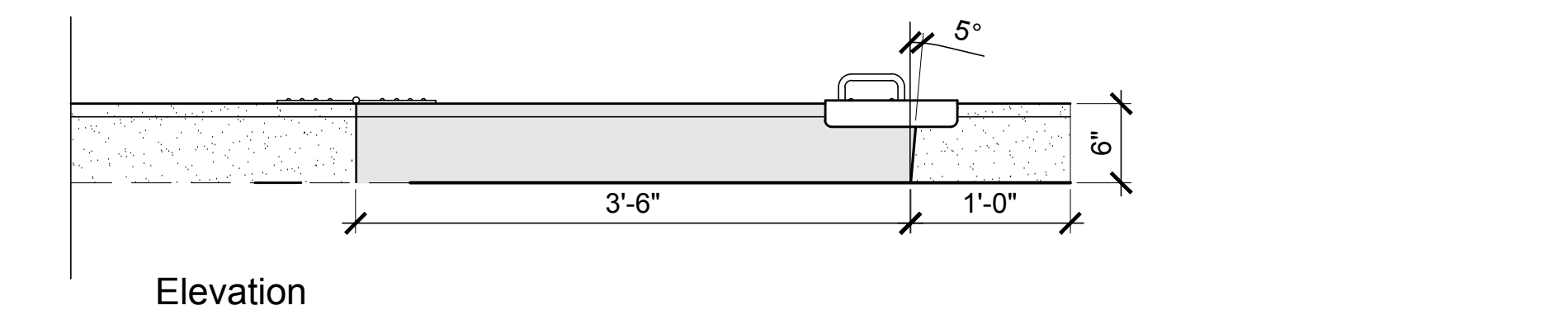
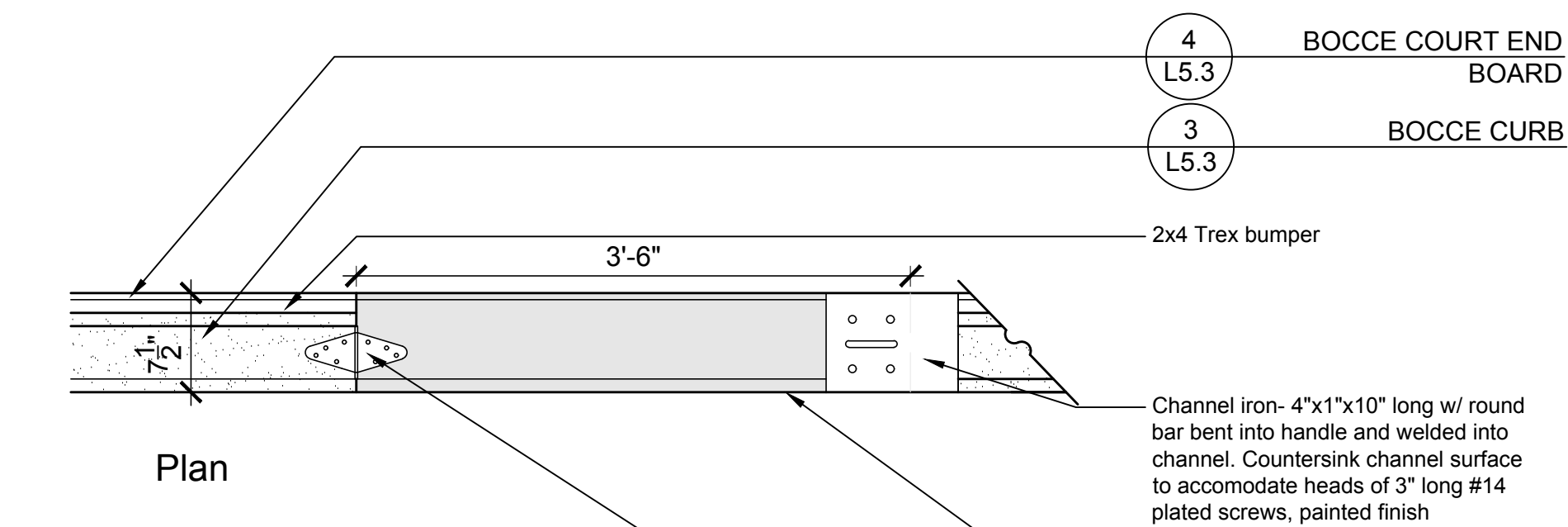




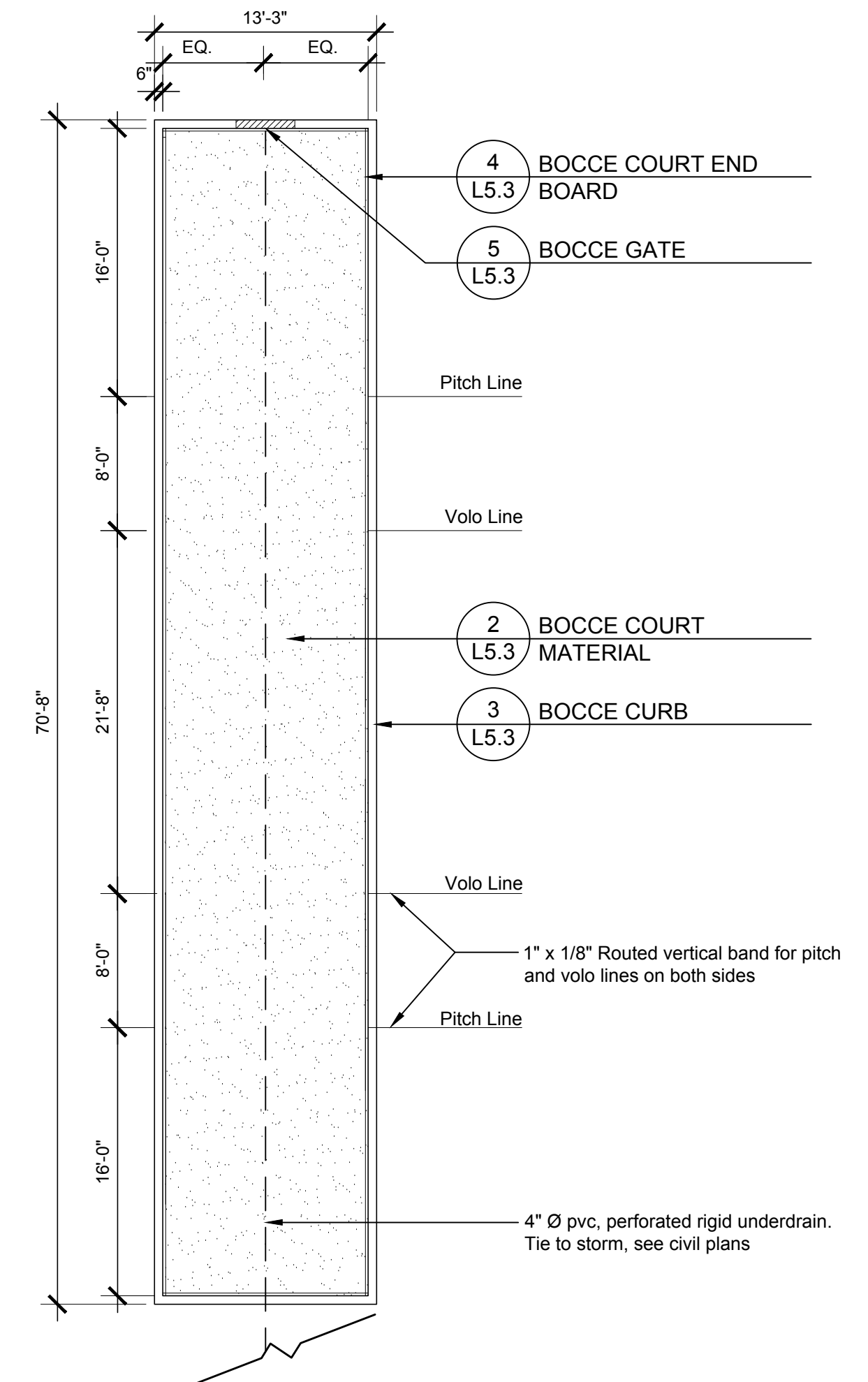
**3 BOCCE CURB**  
1" = 1'-0"



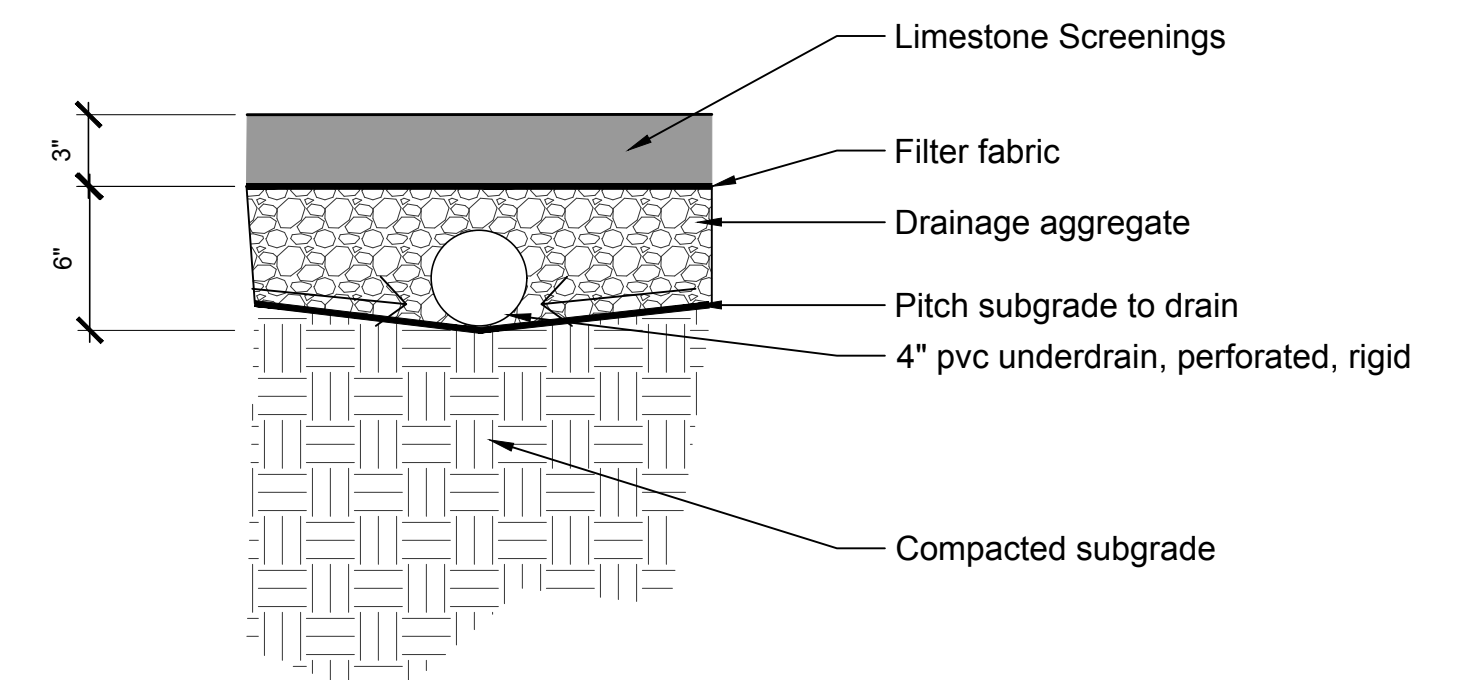
**4 BOCCE COURT END BOARD**  
1 1/2" = 1'-0"



**5 BOCCE GATE**  
1" = 1'-0"



**1 BOCCE LAYOUT**  
1/8" = 1'-0"



**2 BOCCE COURT MATERIAL**  
1 1/2" = 1'-0"

DATE = 09/11/2023	DESIGNED -- MGM	REVISED --
SCALE = AS NOTED	CHECKED -- EFH	REVISED --
PROJECT NO = ---	DRAWN -- CNO	REVISED --
FILE NAME = Details-L5.3 DETAILS	CHECKED --	REVISED --

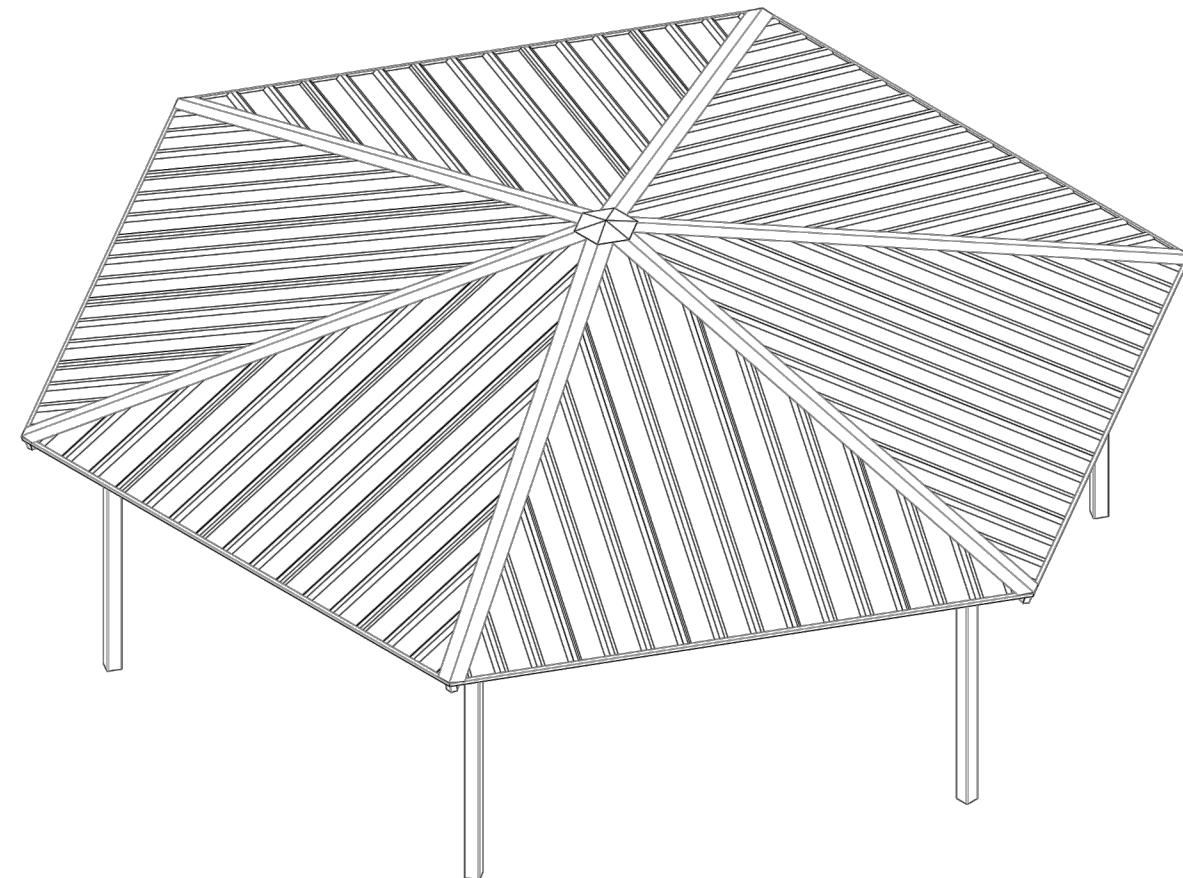


# poligon®

PROJECT: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_  
 BUILDING TYPE: HXE-32  
 ROOF TYPE: MULTI-RIB  
 TONGUE AND GROOVE  
 SECONDARY ROOF

**DRAWING LIST:**

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



**FABRICATOR APPROVALS:**  
 CITY OF PHOENIX, AZ APPROVED FABRICATOR #038-2010  
 CITY OF LOS ANGELES, CA APPROVED FABRICATOR #1598  
 CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SP06-0033  
 CITY OF HOUSTON, TX APPROVED FABRICATOR #W10  
 CLARK COUNTY, NV APPROVED FABRICATOR #264  
 STATE OF UTAH APPROVED FABRICATOR 20208-14

**CERTIFICATES:**  
 MINNESOTA COUNTY CERTIFICATE OF COMPETENCY NO. 13-0813-16  
 PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

**MATERIALS:**

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A501 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RIFT PIPE	A518
LIGHT GAUGE COLD FORMED STRUCTURAL STEEL PLATE	A1003 (GRADE 50)
ROOF PANELS (STEEL)	A58 A653

**GENERAL NOTES:**  
 UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. POLIGON MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 2' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN GAVE HEIGHT EQUAL TO OR GREATER THAN THE GAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, POLIGON MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

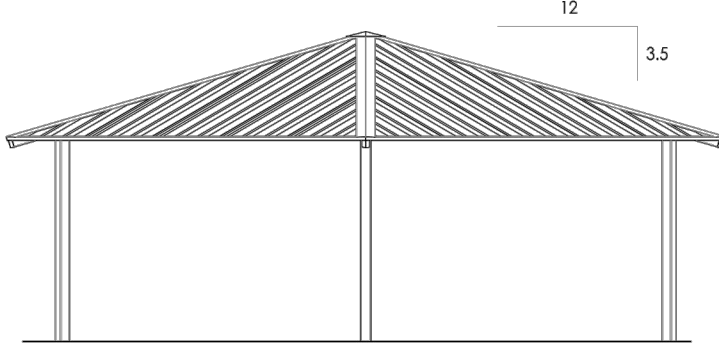
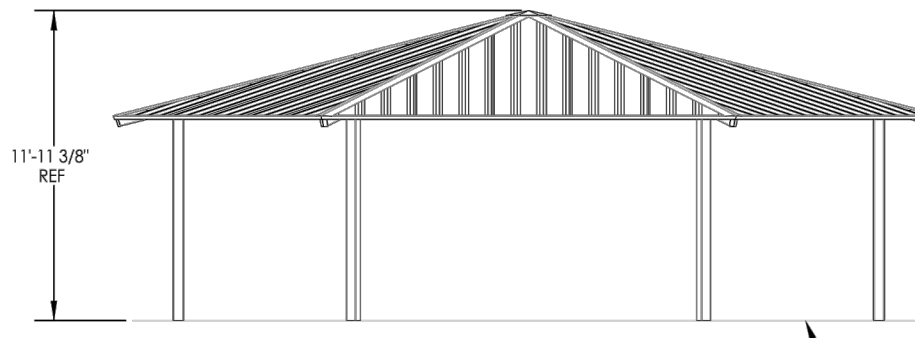
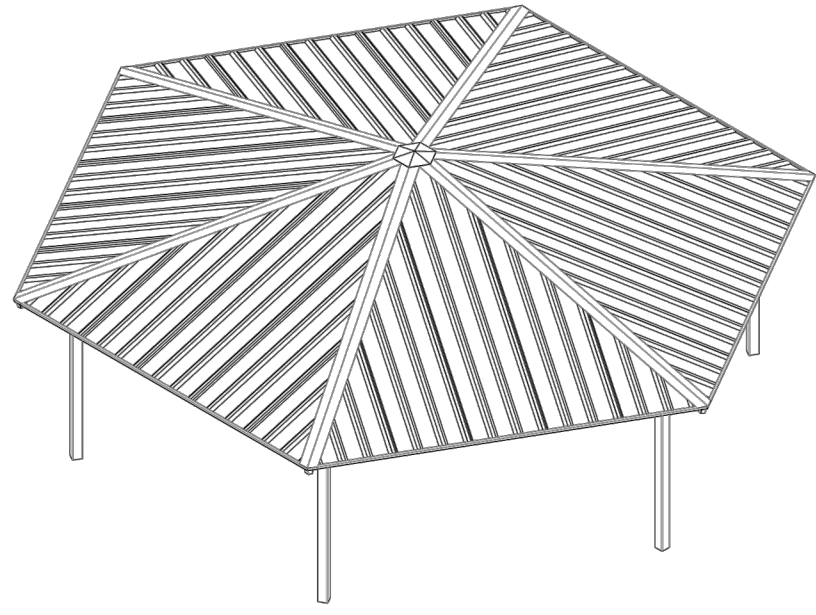
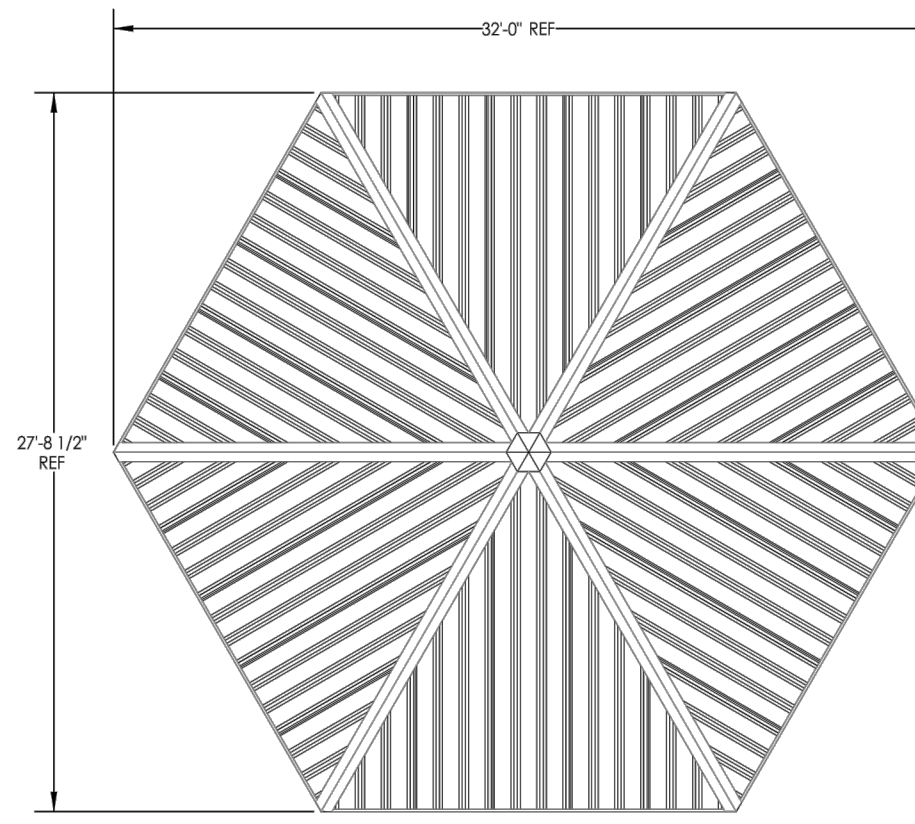
PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

**STOP!!**  
 NOT FOR CONSTRUCTION  
 USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWING: COVER SHEET  
 SCALE: 1:48  
 REV LEVEL: A  
 (616)399-1963  
 www.poligon.com  
 SHEET **CS**

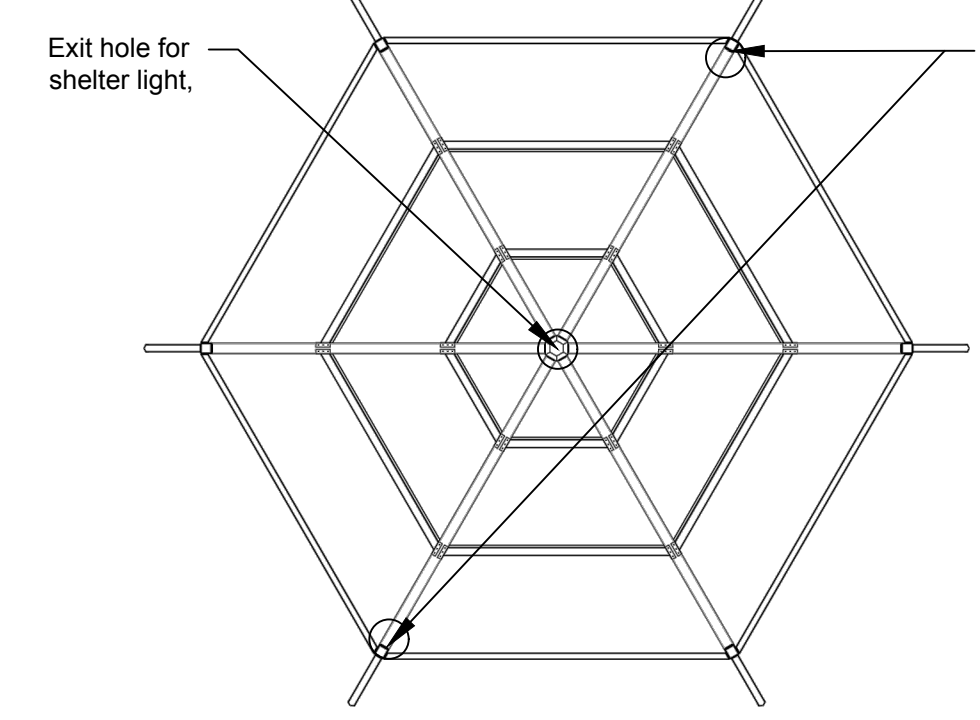


FINISH GRADE MOUNTING VARIES BASED ON ENGINEERING REQUIREMENTS.

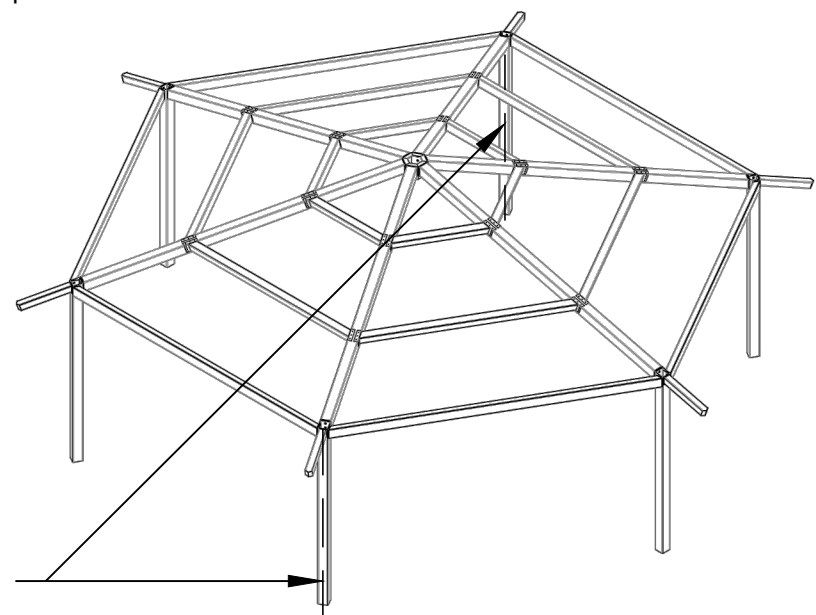
- GENERAL ROOF NOTES:**
- METAL ROOFING:
    - 24 GAUGE
    - GALVALUME COATED
    - PINKAZ 500 PAINTED
  - TRIM COLOR MATCHES ROOF
  - SEE POLIGON.COM FOR COLOR OPTIONS

**STOP!!**  
 NOT FOR CONSTRUCTION  
 USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

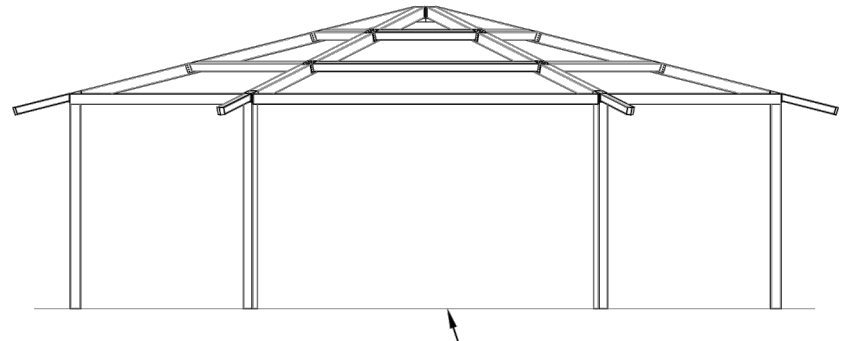
DRAWING: ARCHITECTURAL ELEVATIONS  
 SCALE: 1:70  
 REV LEVEL: A  
 (616)399-1963  
 www.poligon.com  
 SHEET **1**



Cutout for duplex receptacle outlet



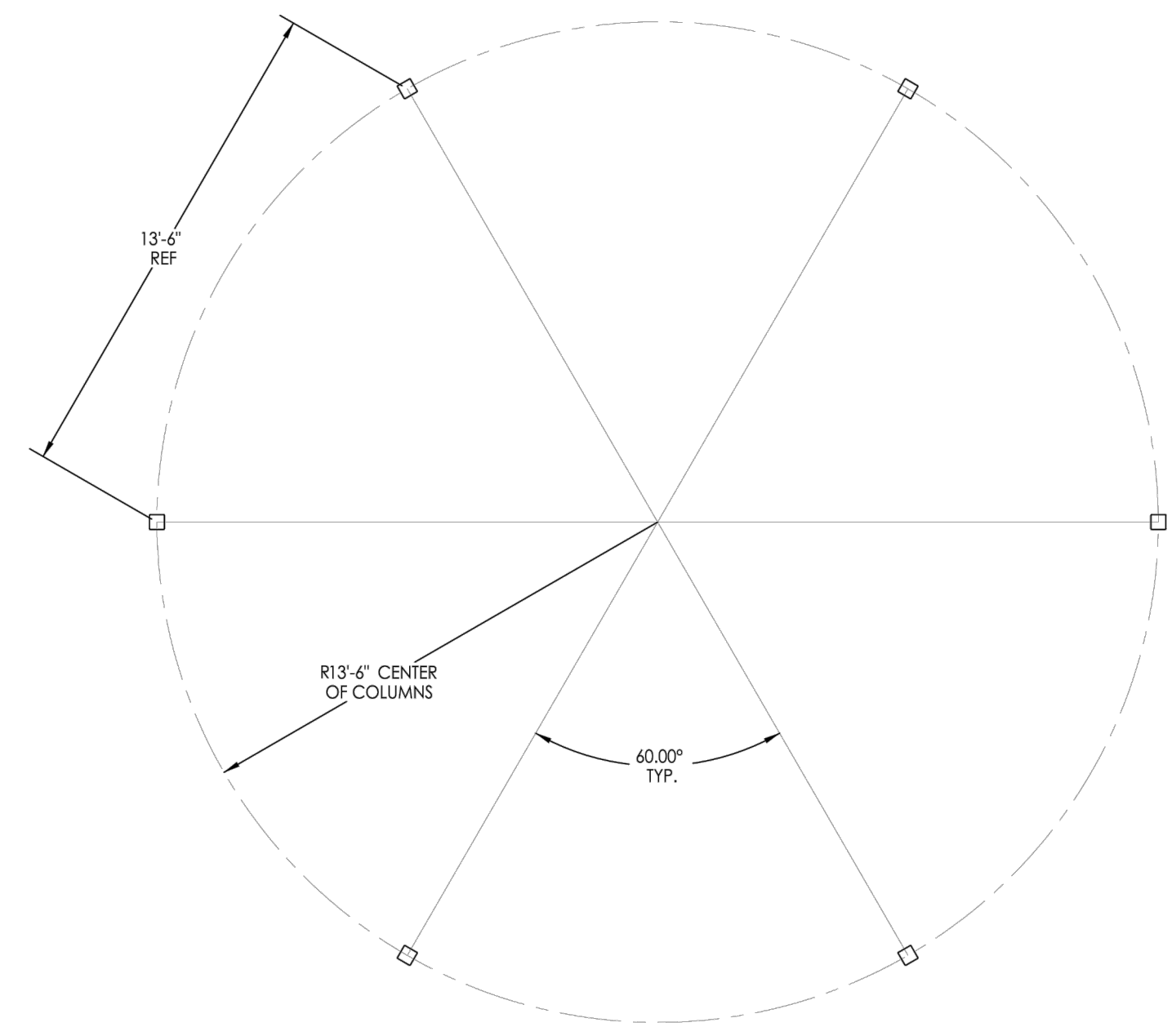
Conduit location



FINISH GRADE MOUNTING VARIES BASED ON ENGINEERING REQUIREMENTS.

**STOP!!**  
 NOT FOR CONSTRUCTION  
 USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWING: STRUCTURAL FRAMING PLAN  
 SCALE: 1:70  
 REV LEVEL: A  
 (616)399-1963  
 www.poligon.com  
 SHEET **2**



- BASEPLATE NOTES:**
- POLIGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
  - CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.

**STOP!!**  
 NOT FOR CONSTRUCTION  
 USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWING: COLUMN LAYOUT  
 SCALE: 1:32  
 REV LEVEL: A  
 (616)399-1963  
 www.poligon.com  
 SHEET **3**

**1 SHELTER STRUCTURE**  
 N.T.S.

DATE = 09/11/2023	DESIGNED — MGM	REVISED —
SCALE = AS NOTED	CHECKED — EFH	REVISED —
PROJECT NO = ---	DRAWN — CNO	REVISED —
FILE NAME = Details-L5.4 DETAILS	CHECKED —	REVISED —



CONSERVANCY SUBDIVISION  
 CONSERVANCY PARK  
 DETAILS

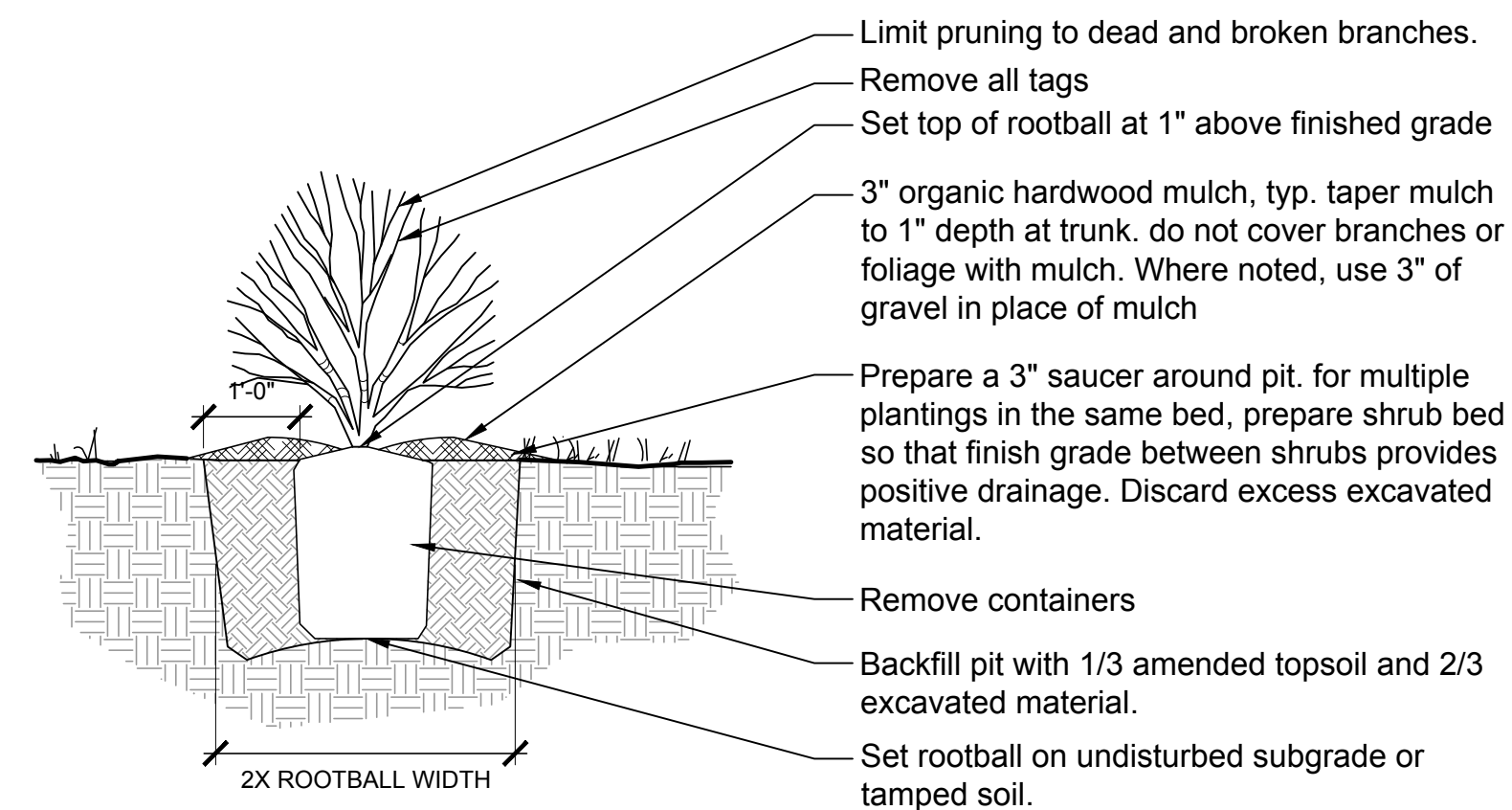
VILLAGE  
 of  
 GILBERTS

SHEET NO.  
 L5.4

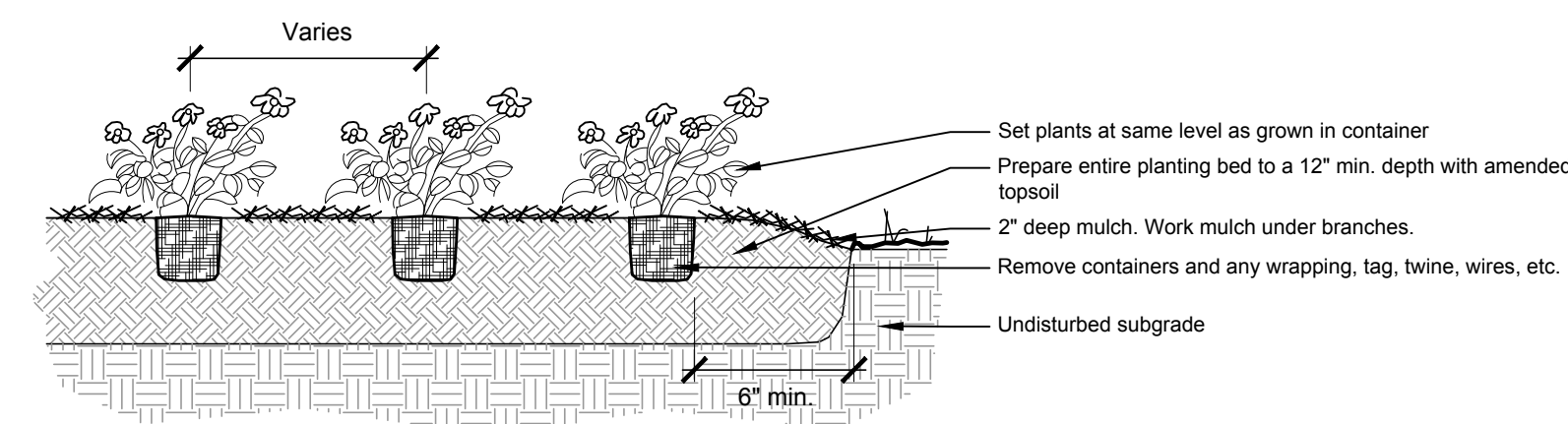


LAST SAVED BY: L.HIGGLER ON 9/11/23  
 PLOTTED BY: MONICA GOSHORN-MARONEY ON 9/13/23



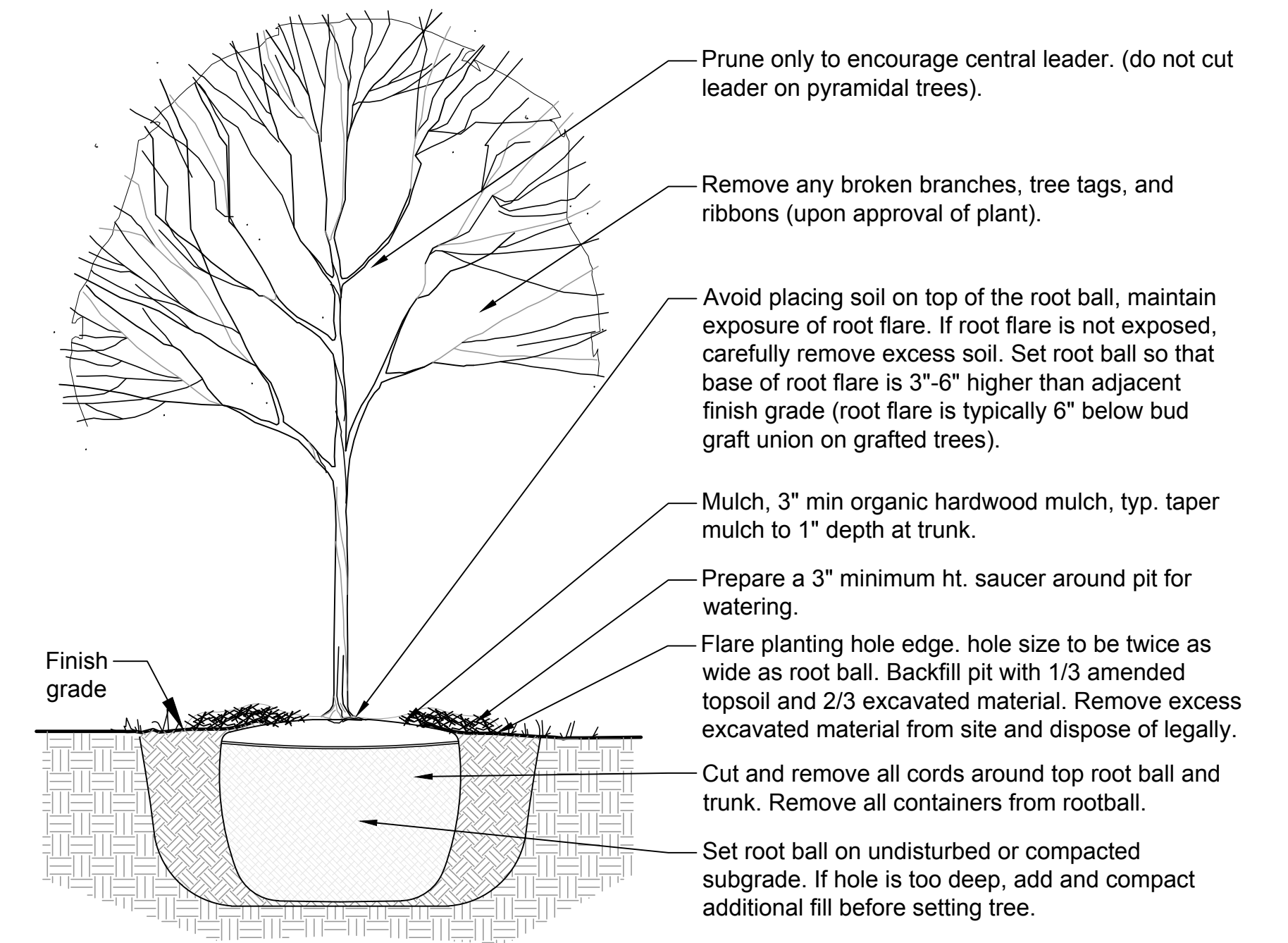


**3 SHRUB PLANTING**  
1/2" = 1'-0"

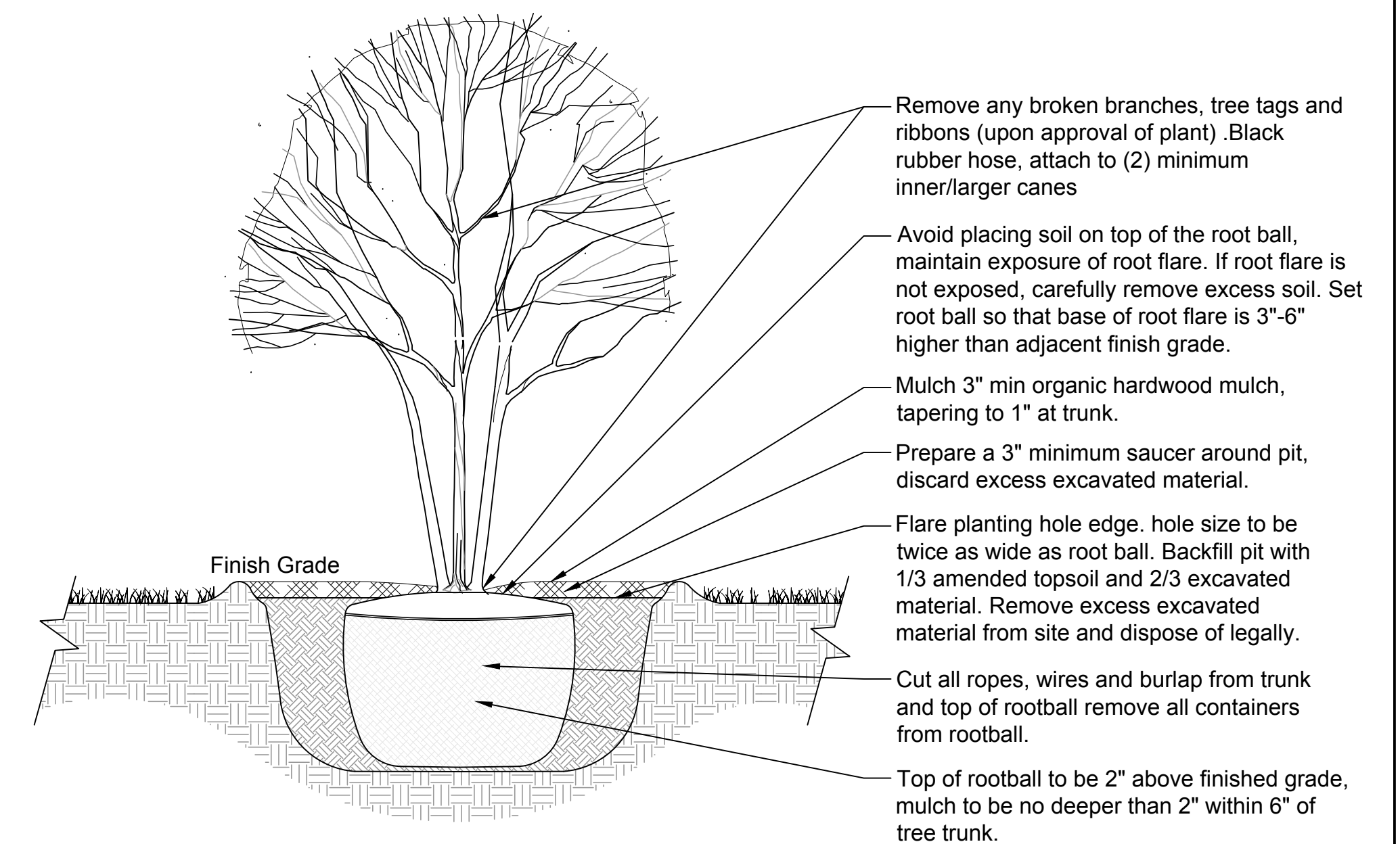


**4 PERENNIAL PLANTING**  
1/2" = 1'-0"

Note:  
Root mass of pot bound plants should be loosened before planting



**1 SHADE TREE - NO TP**  
1/2" = 1'-0"



**2 ORNAMENTAL TREE PLANTING**  
1/2" = 1'-0"

DATE = 09/11/2023	DESIGNED -- MGM	REVISED --
SCALE = AS NOTED	CHECKED -- EFH	REVISED --
PROJECT NO = ---	DRAWN -- CNO	REVISED --
FILE NAME = Details-L5.5 DETAILS	CHECKED --	REVISED --



**GENERAL NOTES**

GENERAL

1. THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, AND ALL ADDENDA THERETO, SHALL GOVERN THE EARTHWORK AND PAVING WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.
2. THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, SHALL GOVERN THE UNDERGROUND WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.
3. ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS AND THE VILLAGE OF GILBERTS REGULATIONS AND IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR(S) SHALL COMPLY WITH ALL LOCAL AND STATE SAFETY LAWS, REGULATIONS AND ORDINANCES; AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH ALL PROVISIONS AND REGULATIONS OF THE OSHA STANDARDS. EACH CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE WORKING PLACE FOR HIS EMPLOYEES. THE CONTRACTOR(S) ARE RESPONSIBLE FOR THE SUPERVISION, DIRECTION AND CONDUCT OF THEIR EMPLOYEES, AGENTS, MATERIAL SUPPLIERS AND VENDORS. THE CONTRACTOR(S), BY USING THESE PLANS FOR THEIR WORK, AGREE TO HOLD HARMLESS ROBINSON ENGINEERING, LTD. (THE ENGINEER), HIS EMPLOYEES AND AGENTS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.
5. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF THEIR FACILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE LOCATION, MAINTENANCE AND PRESERVATION OF THESE FACILITIES. ANY UTILITY LOCATIONS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AND ARE FOR GENERAL DIRECTION ONLY. ALL UTILITY LOCATIONS SHOWN MUST BE VERIFIED BY THE CONTRACTOR IN THE FIELD.
6. WHEREVER OBSTRUCTIONS NOT SHOWN ON THE PLANS ARE ENCOUNTERED DURING CONSTRUCTION AND INTERFERE TO SUCH AN EXTENT THAT AN ALTERATION IN THE PLANS IS REQUIRED, ROBINSON ENGINEERING SHALL BE NOTIFIED PRIOR TO ANY CHANGES.
7. ROBINSON ENGINEERING SHALL BE NOTIFIED UPON ENCOUNTERING ANY FIELD TILE ON THE SITE. A MEETING SHALL BE CONDUCTED ON SITE WITH ROBINSON ENGINEER, PRIOR TO ANY DISPOSITION BEING DETERMINED. ROBINSON ENGINEER HAS THE SOLE AUTHORITY IN REQUIREMENTS FOR ANY FIELD TILE ENCOUNTERED DURING CONSTRUCTION.
8. ALL ITEMS THAT ARE NOT SPECIFICALLY SHOWN ON THE PLANS OR IN THE SUMMARY OF QUANTITIES BUT CAN REASONABLY BE INTERPRETED TO BE INCLUDED IN THE WORK DESCRIBED SHALL BE INCIDENTAL TO THE COST OF THE CONTRACT.
9. TRAFFIC CONTROL SHALL BE USED WHEN NECESSARY AND SHALL BE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION. COST OF TRAFFIC CONTROL SHALL BE INCIDENTAL TO THE CONTRACT, UNLESS OTHERWISE NOTED.
10. ALL UTILITY TRENCHES UNDER AND WITHIN TWO FEET OF PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE BACKFILLED WITH CLEAN CA-07 CRUSHED STONE TRENCH BACKFILL.
11. ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM.
12. ALL FRAMES AND GRATES SHALL BE EAST JORDAN IRON WORKS MANUFACTURE OF THAT TYPE SHOWN ON THE PLANS, OR EQUAL.
13. THE CONTRACTOR SHALL MAKE HIMSELF AWARE OF ALL POSSIBLE WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER CONFLICTS. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH TO ALLOW THE SEWER MAINS TO BE INSTALLED ACCORDING TO PLAN. THE WATER AND SEWER MAINS AT THESE LOCATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION DETAILS INCLUDED IN THESE PLANS.
14. THE VILLAGE OF GILBERTS AND ROBINSON ENGINEERING SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF ANY SITE WORK. ROBINSON ENGINEERING IS TO BE NOTIFIED BY THE CONTRACTOR A MINIMUM OF 24 HOURS PRIOR TO COVERING ANY EXPOSED SUBGRADE, PLACING ANY FILL, BACKFILLING SANITARY, WATER, OR STORM LINES, PLACING BASE COURSE STONE, PLACING CONCRETE, OR PLACING ASPHALT.
15. THE LOCATION OF THE SITE IMPROVEMENTS ARE NOT LOCATED WITHIN A FLOODPLAIN OR MAPPED WETLANDS PER NWI.
16. THE CONTRACTOR SHALL FURNISH RECORD DRAWINGS TO ROBINSON ENGINEERING THAT INCLUDE INFORMATION SHOWING ALL MODIFICATIONS TO PLANS, LOCATIONS OF ALL SERVICE CONNECTIONS, AND ANY OTHER INFORMATION DEEMED NECESSARY BY THE ENGINEER.
17. NO EXTRA WORK OF ANY NATURE SHALL BE UNDERTAKEN WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE OWNER OR HIS REPRESENTATIVES.
18. THE CONTRACTOR IS RESPONSIBLE FOR HAVING THE MOST RECENT SET OF THE APPROVED FOR CONSTRUCTION FINAL ENGINEERING PLANS ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.
19. ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS OR SPECIAL PROVISIONS SHALL BE INTERPRETED TO BE THE LATEST STANDARDS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
20. THE CONTRACTOR SHALL PROTECT ALL TREES WITHIN AND ADJACENT TO THE CONSTRUCTION SITE DURING THE CLEARING AND SUBSEQUENT CONSTRUCTION OPERATION IN ACCORDANCE WITH SECTION 201 OF THE STANDARD SPECIFICATIONS. THOSE TREES TO BE REMOVED AS SHOWN IN THE PLANS SHALL BE DONE IN ACCORDANCE WITH SECTION 201 AND 202 OF THE STANDARD SPECIFICATIONS.
21. 5' TRANSITIONS SHALL BE USED TO MATCH PROPOSED CURB AND GUTTER TO EXISTING CURB AND GUTTER, UNLESS OTHERWISE SHOWN. THE TRANSITIONS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE PROPOSED ITEM OF WORK SPECIFIED.
22. ANY AREA DISTURBED OUTSIDE OF THE LIMITS OF CONSTRUCTION SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE.

STORM SEWER

1. ALL STORM SEWER PIPE IS TO BE CLASS IV REINFORCED CONCRETE PIPE WITH FLEXIBLE GASKETED JOINTS IN ACCORDANCE WITH ASTM C331 OR C443.

WATER

1. A 10-FOOT MINIMUM SEPARATION SHALL BE MAINTAINED BETWEEN PARALLEL STORM SEWER AND WATER MAIN LINES, AND BETWEEN PARALLEL SANITARY SEWER AND WATER MAIN LINES, IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.
2. WATER MAIN SHALL BE PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH REQUIREMENTS OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS".
  - THE CONTRACTOR SHALL PROVIDE 48 HOURS ADVANCED NOTICE TO THE VILLAGE UTILITY OR ENGINEERING DEPARTMENT FOR ALL TESTING.
  - REQUESTS FOR VALVE OPERATIONS ARE TO BE MADE THROUGH THE UTILITY DEPARTMENT AT LEAST 24 HOURS PRIOR TO ANY SCHEDULED OPERATIONS OR TESTS.

THE CONTRACTOR SHALL PRESSURE TEST ALL NEW WATER MAIN BEFORE WATER SERVICES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL PERFORM A PRELIMINARY TEST TO ENSURE THAT ALL SEGMENTS OF THE SYSTEM MEET THE LEAKAGE RATES AS SET FORTH HEREIN.

AFTER ALL MAINS HAVE BEEN PRESSURE TESTED, THE CONTRACTOR SHALL DISINFECT THE MAINS IN ACCORDANCE WITH AWWA STANDARD C-651. THE CONTRACTOR WILL SAMPLE THE CHLORINATED DISINFECTING SOLUTION. AFTER FINAL FLUSHING, AND AS WITNESSED BY THE VILLAGE UTILITY DEPARTMENT, THE CONTRACTOR SHALL OBTAIN TWO SAMPLES OF WATER FROM THE MAIN FOR BACTERIOLOGICAL TESTING. A SECOND SERIES OF SAMPLES SHALL BE COLLECTED NO LESS THAN 24 HOURS AFTER THE FIRST SET OF SAMPLES HAS BEEN COLLECTED. THE CONTRACTOR AND THE VILLAGE WILL BE FURNISHED WITH COPIES OF THE BACTERIOLOGICAL REPORT FOR THEIR RECORDS.

EXCAVATION

1. PRIOR TO COMMENCING ANY FILL OPERATIONS IN STRUCTURAL BUILDING, PAVEMENT OR SIDEWALK AREAS, ALL TOPSOIL IS TO BE REMOVED, UNLESS OTHERWISE NOTED.
2. UPON STRIPPING OF TOPSOIL FROM STRUCTURAL, PAVEMENT AND/OR UTILITY AREAS AND PRIOR TO PLACEMENT OF FILLS OR SUBBASE COURSES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR THE OWNER'S TESTING LABORATORY FOR VERIFICATION OF THE ADEQUATE SUBGRADE STRENGTH. SOIL SUBGRADE STRENGTH IN PAVEMENT AREAS SHALL BE EVALUATED WITH THE AID OF A FULLY-LOADED EXCAVATION HAULING TRUCK, AND BY MEANS OF DENSITY TESTS.
3. SURPLUS EXCAVATED SOIL MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND REMOVED FROM THE SITE AS ACCEPTABLE TO THE ENGINEER.
4. ALL FILLS SHALL BE COMPACTED IN 6-INCH LIFTS TO A MINIMUM OF 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS OF ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES.
6. PERIMETER TEMPORARY EROSION CONTROL SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. DITCH CHECKS, INLET PROTECTION, AND OTHER LIKE CONTROLS SHALL BE INSTALLED IMMEDIATELY AFTER THE RELEVANT CONSTRUCTION ACTIVITIES.
7. ALL TEMPORARY EROSION CONTROL, SUCH AS SILT FENCE AND STRAW BALES, INLET PROTECTION, ETC. SHALL BE INSPECTED AND MAINTAINED, BY THE CONTRACTOR, ON A DAILY BASIS.
8. IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO DISPOSE OF ALL EXCAVATED MATERIALS IN A RESPONSIBLE MANNER IN ACCORDANCE WITH IEPA CDD REQUIREMENTS.

SANITARY SEWER

1. ALL SANITARY SEWER SHALL CONFORM TO ASTM D-3034 (FOR SIZES 4" THROUGH 15"), AND ASTM F-679-89 (FOR SIZES 18" THROUGH 36"). THE SEWER PIPE AND FITTINGS SHALL HAVE A MINIMUM STANDARD DIMENSION RATIO (SDR) OF 26. THE JOINTS SHALL BE OF THE BELL AND SPIGOT TYPE AND CONFORM TO ASTM D-3212, AND THE GASKETS SHALL BE FLEXIBLE ELASTO MERIC SEALS CONFORMING TO ASTM F-477
2. 100% OF SANITARY SEWER PIPES SHALL BE AIR TESTED FOR THE FIRST 1200 FEET. THEREAFTER, A MINIMUM OF 25% OF THE SANITARY SEWER PIPES SHALL BE AIR TESTED IN ACCORDANCE WITH SECTION 31-1.11B(3), AND DEFLECTION TESTED IN ACCORDANCE WITH SECTION 31-1.11B(4), AND THE ALLOWABLE TESTING LIMITS SHALL BE IN ACCORDANCE WITH SECTION 31-1.11C(3-4) . 100% OF SANITARY SEWER MANHOLES SHALL BE VACUUM TESTED IN ACCORDANCE WITH ASTM C1244. THE ENGINEER SHALL DETERMINE THE LOCATION FOR SANITARY SEWER PIPE TESTING.
3. ALL SANITARY MANHOLES SHALL HAVE WATERPROOF FRAME AND COVERS, INTERNAL CHIMNEY SEALS, AND EXTERNAL JOINT SEALING BANDS CONFORMING TO ASTM C-877 (McWRAP OR APPROVED EQUAL).
4. SANITARY SEWER SHALL BE INSTALLED WITH SEPARATION FROM WATER MAINS IN ACCORDANCE WITH SECTIONS 41-2.01B AND 41-2.01C OF THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, AND IN ACCORDANCE WITH SECTION 370.350 OF THE ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS.
5. TRENCH BACKFILL FOR SANITARY SEWER SERVICES SHALL BE INCLUDED IN THE PRICE OF THE SERVICE.

PAVEMENT

1. PAVEMENT AND CURB REMOVAL INCLUDES SAW-CUTTING AND REMOVING ASPHALT PAVEMENT AND CONCRETE CURB AS REQUIRED.
2. EXPANSION JOINTS IN THE CURB SHALL BE INSTALLED AT A MAXIMUM SPACING OF 100 FT IN STRAIGHT SECTIONS, AT ALL P.C. AND P.T. POINTS IN THE CURB, AND 5 FT. ON EACH SIDE OF ALL INLETS. IF AN INLET IS LOCATED ON A CURVE, EXPANSION JOINTS NEED BE PLACED AT EITHER P.C. AND P.T. OR 5 FT. ON EACH SIDE OF AN INLET, NOT BOTH.
3. CURB AND GUTTER SHALL HAVE SAWED CONTRACTION JOINTS AT MAXIMUM INTERVALS OF 20 FEET.
4. THE AGGREGATE BASE COURSE MATERIALS SHALL BE APPLIED AND COMPACTED IN ACCORDANCE WITH SECTION 351 OF THE STANDARD SPECIFICATIONS.
5. THE BINDER AND SURFACE COURSE MATERIALS SHALL BE APPLIED AND COMPACTED IN ACCORDANCE WITH SECTION 406 OF THE STANDARD SPECIFICATIONS.
6. THE MATERIALS FOR THE SURFACE TREATMENT SHALL BE APPLIED AND COMPACTED IN ACCORDANCE WITH SECTION 403 OF THE IDOT STANDARD SPECIFICATIONS.

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PROJECT NO	=	23-R0321	DRAWN	--	ND	REVISED	--	
FILE NAME	=	23R0321-NOTE-01	CHECKED	--	AG	REVISED	--	



CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
GENERAL NOTES

VILLAGE  
of  
GILBERTS

SHEET NO.  
C1.0



**STORM WATER POLLUTION PREVENTION  
EROSION CONTROLS AND SEDIMENT CONTROLS**

**DESCRIPTION OF STABILIZATION PRACTICES AT THE BEGINNING OF CONSTRUCTION (WHERE APPLICABLE):**

- 1) THE AREA BETWEEN THE EXISTING AND PROPOSED RIGHT-OF-WAY/TEMPORARY EASEMENT BOUNDARIES AND LIMITS OF THE PROJECT WILL BE IMPROVED AND MANAGED FOR THE PURPOSES OF CONTROLLING EROSION WITHIN THE AREA, REDUCING WATER FLOW BY TEMPORARY DIVERSION AND MINIMIZING SILTATION INTO THE CONSTRUCTION ZONE, AND ESTABLISHING VEGETATIVE COVER WHICH WILL BECOME PERMANENT VEGETATION AND ACT AS AN EROSION BARRIER. WORK AT THE BEGINNING OF CONSTRUCTION WILL CONSIST OF THE FOLLOWING:
  - A) AREAS OF EXISTING VEGETATION (WOODS AND GRASSLANDS) OUTSIDE THE PROPOSED CONSTRUCTION SLOPE LIMITS SHALL BE IDENTIFIED FOR PRESERVING AND SHALL BE PROTECTED FROM MOWING, BRUSH CUTTING, TREE REMOVAL AND OTHER ACTIVITIES WHICH WOULD BE DETRIMENTAL TO THEIR MAINTENANCE AND DEVELOPMENT.
  - B) DEAD, DISEASED, OR UNSUITABLE VEGETATION WITHIN THE SITE SHALL BE REMOVED AS DIRECTED BY THE ENGINEER, ALONG WITH REQUIRED TREE REMOVAL.
  - C) AS SOON AS REASONABLE ACCESS IS AVAILABLE (SUCH AS TREES CLEARED) TO ALL LOCATIONS WHERE DITCH CHECKS AND/OR EROSION CONTROL FENCE SHALL BE INSTALLED AS CALLED OUT IN THE PLAN AND DIRECTED BY THE ENGINEER.
  - D) BARE AND SPARSELY VEGETATED GROUND IN HIGHLY ERODABLE AREAS AS DETERMINED BY THE ENGINEER SHALL BE TEMPORARILY SEEDED AT THE BEGINNING OF CONSTRUCTION WHERE NO CONSTRUCTION ACTIVITIES ARE IMMEDIATELY EXPECTED AS STATED IN THE SPECIAL PROVISION "TEMPORARY EROSION CONTROL SEEDING."
  - E) IMMEDIATELY AFTER TREE REMOVAL IS COMPLETED IN CERTAIN AREAS WHICH ARE HIGHLY ERODABLE AREAS AS DETERMINED BY THE ENGINEER, THE AREAS SHALL BE TEMPORARILY SEEDED WHERE NO CONSTRUCTION ACTIVITIES ARE IMMEDIATELY EXPECTED AS STATED IN THE SPECIAL PROVISION "TEMPORARY EROSION CONTROL SEEDING."
  - F) AT LOCATIONS WHERE A SIGNIFICANT AMOUNT OF WATER DRAINING INTO THE CONSTRUCTION ZONE, RIP RAP DITCH CHECKS WILL BE UTILIZED TO LOCALLY DIVERT WATER, REDUCE FLOW RATES, AND COLLECT OUTSIDE SILTATION INSIDE THE RIGHT-OF-WAY LINE. EROSION CONTROL ITEMS WILL NOT BE ALLOWED TO BE INSTALLED TO CAUSE FLOODING TO UPSTREAM PRIVATE PROPERTY WHICH COULD CAUSE CROP DAMAGES OR OTHER UNDESIRABLE CONDITIONS.
  - G) AT LOCATIONS WHERE WATER DRAINS AWAY FROM THE PROJECT, SEDIMENT BASINS, RIP RAP DITCH CHECKS, TEMPORARY EROSION CONTROL FENCE, OR TEMPORARY DITCH CHECKS SHALL BE USED.
- 2) ESTABLISHMENT OF THESE TEMPORARY EROSION CONTROL MEASURES WILL HAVE ADDITIONAL BENEFITS TO THE PROJECT. DESIRABLE GRASS SEED WILL BECOME ESTABLISHED IN THESE AREAS AND WILL SPREAD SEEDS ONTO THE CONSTRUCTION SITE UNTIL PERMANENT SEEDING/MOWING AND OVERSEEDING CAN BE COMPLETE.
  - H) A THIRD PARTY BENEFIT OF THESE FILTER AREAS IS THAT THEY WILL BEGIN TO PROVIDE A SCREEN AND BUFFER. THEY WILL HELP PROTECT THE CONSTRUCTION SITE FROM WINDS AND EXCESS SUN AND MITIGATE CONSTRUCTION NOISE AND DUST.

**DESCRIPTION OF STABILIZATION PRACTICES DURING CONSTRUCTION (WHERE APPLICABLE):**

- 1) DURING ROADWAY CONSTRUCTION, AREAS OUTSIDE THE CONSTRUCTION SLOPE LIMITS AS OUTLINED PREVIOUSLY HEREIN SHALL BE PROTECTED FROM DAMAGING EFFECTS OF CONSTRUCTION. THE CONTRACTOR SHALL NOT USE THIS AREA FOR STAGING (EXCEPT AS DESIGNATED ON THE PLANS OR DIRECTED BY THE ENGINEER), PARKING OF VEHICLES OR CONSTRUCTION EQUIPMENT, STORAGE OF MATERIALS, OR OTHER CONSTRUCTION RELATED ACTIVITIES.
  - A) WITHIN THE CONSTRUCTION ZONE, CRITICAL AREAS WHICH HAVE HIGH FLOWS OF WATER AS DETERMINED BY THE ENGINEER SHALL REMAIN UNDISTURBED UNTIL FULL SCALE CONSTRUCTION IS UNDERWAY TO PREVENT UNNECESSARY SOIL EROSION.
  - B) TOPSOIL AND EARTH STOCKPILES SHALL BE TEMPORARILY SEEDED IF THEY ARE TO REMAIN UNUSED FOR MORE THAN FOURTEEN DAYS.
  - C) AS THE CONTRACTOR CONSTRUCTS A PORTION OF THE ROADWAY IN A FILL SECTION, HE/SHE SHALL FOLLOW THE FOLLOWING STEPS AS DIRECTED BY THE ENGINEER:
    - I. PLACE TEMPORARY EROSION CONTROL SYSTEMS AT LOCATIONS WHERE WATER LEAVES AND ENTERS THE CONSTRUCTION ZONE.
    - II. TEMPORARILY SEED HIGHLY ERODABLE AREAS OUTSIDE THE CONSTRUCTION ZONE SLOPE LIMITS.
    - III. CONSTRUCT ROADSIDE DITCHES AND PROVIDE TEMPORARY EROSION CONTROL SYSTEMS.
    - IV. TEMPORARILY DIVERT WATER AROUND PROPOSED CULVERT LOCATIONS.
    - V. BUILD NECESSARY EMBANKMENT AT CULVERT LOCATIONS AND THEN EXCAVATE AND PLACE CULVERT.
    - VI. CONTINUE BUILDING UP THE EMBANKMENT TO THE PROPOSED GRADE WHILE AT THE SAME TIME PLACING PERMANENT EROSION CONTROL SUCH AS RIP RAP DITCH LINING AND CONDUCT FINAL SHAPING TO THE SLOPES.
  - D) THE CONTRACTOR SHALL IMMEDIATELY FOLLOW MAJOR EARTH MOVING OPERATIONS WITH FINAL GRADING EQUIPMENT. AFTER MAJOR EARTH SPREAD OPERATION HAS MOVED TO A NEW LOCATION, FINAL GRADING SHALL BE COMPLETED WITHIN FOURTEEN DAYS. IF GRADING IS NOT COMPLETED WITHIN FOURTEEN DAYS, ALL MAJOR EARTH MOVING OPERATIONS WILL BE STOPPED, AS DIRECTED BY THE ENGINEER, UNTIL DISTURBED AREAS ARE FINAL GRADED AND SEEDED.
  - E) EXCAVATED AREAS AND EMBANKMENTS SHALL BE PERMANENTLY SEEDED WHEN FINAL GRADED. IF NOT, THEY SHALL BE TEMPORARILY SEEDED AS STATED IN THE SPECIAL PROVISION "TEMPORARY EROSION CONTROL SEEDING."
  - F) CONSTRUCTION EQUIPMENT SHALL BE STORED AND FUELED ONLY AT DESIGNATED LOCATIONS. ALL NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR POLLUTION RUN-OFF IN COMPLIANCE WITH EPA WATER QUALITY REGULATIONS. LEAKING EQUIPMENT OR SUPPLIES SHALL BE IMMEDIATELY REPAIRED OR REMOVED FROM THE SITE.
  - G) THE RESIDENT ENGINEER SHALL INSPECT THE PROJECT DAILY DURING ACTIVITIES AND WEEKLY OR AFTER LARGE RAINS DURING THE WINTER SHUTDOWN PERIOD. THIS PROJECT SHALL ADDITIONALLY BE INSPECTED BY THE CONSTRUCTION FIELD ENGINEER ON A BIWEEKLY BASIS TO DETERMINE THAT EROSION CONTROL EFFORTS ARE IN PLACE AND EFFECTIVE AND IF OTHER CONTROL WORK IS NECESSARY.
  - H) SEDIMENT COLLECTED DURING CONSTRUCTION BY THE VARIOUS TEMPORARY EROSION CONTROL SYSTEMS SHALL BE DISPOSED OF ON SITE ON A REGULAR BASIS AS DIRECTED BY THE ENGINEER. THE COST OF MAINTENANCE WILL BE PAID FOR IN ACCORDANCE WITH ARTICLE 109.04 OF THE STANDARD SPECIFICATIONS.
  - I) THE TEMPORARY EROSION CONTROL SYSTEMS SHALL BE REMOVED AS DIRECTED BY THE ENGINEER AFTER USE IS NO LONGER NEEDED OR NO LONGER FUNCTIONING. THE COSTS OF THIS REMOVAL SHALL BE INCLUDED IN THE UNIT BID PRICE FOR THE TEMPORARY EROSION CONTROL SYSTEM. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

**DOCUMENTATION**

- 1) A REPORT SUMMARIZING THE SCOPE OF INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THIS STORM WATER POLLUTION PREVENTION PLAN, AND ACTION TAKEN IN ACCORDANCE WITH SECTION 4. B. SHALL BE MADE AND RETAINED AS PART OF THE PLAN FOR AT LEAST THREE YEARS AFTER THE DATE OF INSPECTION. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART VI. G. OF THE GENERAL PERMIT.
- 2) IF ANY VIOLATION OF THE PROVISIONS OF THIS PLAN IS IDENTIFIED DURING THE CONDUCT OF THE CONSTRUCTION WORK COVERED BY THIS PLAN, THE RESIDENT ENGINEER OR RESIDENT TECHNICIAN SHALL COMPLETE AND FILE AN "INCIDENT OF NONCOMPLIANCE (ION)" REPORT FOR THE IDENTIFIED VIOLATION. THE RESIDENT ENGINEER OR RESIDENT TECHNICIAN SHALL USE FORMS PROVIDED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND SHALL INCLUDE SPECIFIC INFORMATION ON THE NONCOMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER CAUSES OF NONCOMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM THE NONCOMPLIANCE. ALL REPORTS OF NONCOMPLIANCE SHALL BE SIGNED BY A RESPONSIBLE AUTHORITY IN ACCORDANCE WITH PART VI. G. OF THE GENERAL PERMIT. THE REPORT OF NONCOMPLIANCE SHALL BE MAILED TO THE FOLLOWING ADDRESS:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
DIVISION OF WATER POLLUTION CONTROL  
COMPLIANCE ASSURANCE SECTION #19  
POST OFFICE BOX 19276  
SPRINGFIELD, IL 62794-9276

**DESCRIPTION OF INTENDED SEQUENCE OF MAJOR CONSTRUCTION ACTIVITIES WHICH WILL DISTURB EARTH AND LEAD TO POSSIBLE EROSION FOR MAJOR PORTIONS OF THE CONSTRUCTION SITE:**

- 1) EXCAVATION AND FURNISHED EXCAVATION WILL BE COMPLETED AT LOCATION AS INDICATED ON THE PLANS OR DIRECTED BY THE ENGINEER.
- 2) DRAINAGE STRUCTURES WILL BE INSTALLED BEFORE AND/OR DURING THE CONSTRUCTION OF THE EXCAVATION AND FURNISHED EXCAVATION TO ALLOW PROPER DRAINAGE IN AREA OF THE PROPOSED ROADWAY FACILITY.
- 3) PLACEMENT, MAINTENANCE, REMOVAL AND PROPER CLEANUP OF TEMPORARY EROSION CONTROL, SUCH AS EROSION CONTROL FENCE, HAY OR STRAW BALE DITCH CHECKS, RIP RAP DITCH CHECKS, TEMPORARY SEEDING AND MULCHING.
- 4) PLACEMENT OF PERMANENT EROSION CONTROL, SUCH AS RIP RAP DITCH LINING, FILTER FABRIC FOR USE WITH RIP RAP, SEEDING AND MULCHING.
- 5) FINAL GRADING, AND OTHER MISCELLANEOUS ITEMS. USE WITH RIP RAP, SEEDING AND MULCHING.

**AREA OF DISTURBED GROUND**

THE TOTAL AREA DISTURBED BY CONSTRUCTION ACTIVITIES IS APPROXIMATELY **xx.xx** ACRES.

THE FOLLOWING PLAN WAS ESTABLISHED AND INCLUDED IN THESE PLANS TO DIRECT THE CONTRACTOR IN THE PLACEMENT OF TEMPORARY EROSION CONTROL SYSTEMS AND TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN FOR COMPLIANCE UNDER NPDES. THE CONTRACTOR SHALL ABIDE TO ALL REQUIREMENTS WITHIN THIS PLAN AS PART OF THE CONTRACT.

ALL DISTURBED AREAS HAVING HIGH POTENTIAL FOR EROSION, AS DETERMINED BY THE ENGINEER, SHALL BE PERMANENTLY SEEDED AS SOON AS POSSIBLE.

**DESCRIPTION OF STABILIZATION PRACTICES AFTER FINAL GRADING (WHERE APPLICABLE):**

- 1) TEMPORARY EROSION CONTROL SYSTEMS SHALL BE LEFT IN PLACE WITH PROPER MAINTENANCE UNTIL PERMANENT EROSION CONTROL IS IN PLACE AND WORKING PROPERLY AND ALL PROPOSED TURF AREAS SEEDED AND ESTABLISHED WITH A PROPER STAND.
- 2) ONCE PERMANENT EROSION CONTROL SYSTEMS AS PROPOSED IN THE PLANS ARE FUNCTIONAL AND ESTABLISHED, TEMPORARY ITEMS SHALL BE REMOVED, CLEANED UP, AND DISTURBED TURF RESEEDED. TEMPORARY RIP RAP DITCH CHECKS WILL BE ALLOWED TO REMAIN IN PLACE WHERE APPROVED BY THE ENGINEER.

**MAINTENANCE AFTER CONSTRUCTION (WHERE APPLICABLE):**

- 1) CONSTRUCTION IS COMPLETE AFTER ACCEPTANCE IS RECEIVED AT THE FINAL INSPECTION.
- 2) AREAS WILL BE INSPECTED ON A REGULAR BASIS BY **THE CONTRACTOR**.
- 3) MAINTENANCE CREWS WILL PERFORM REGULAR MOWING TO AID IN KEEPING WEEDS DOWN AND ESTABLISHING A GOOD ROADSIDE SEED STAND.
- 4) MAINTENANCE CREWS WILL ALSO AID IN ANY DITCH LINING MAINTENANCE OR IN ANY DRAINAGE PROBLEMS.
- 5) ALL MAINTENANCE WILL BE CONDUCTED AT TIMES WHEN WEATHER CONDITIONS WILL NOT CAUSE SITE DAMAGE
- 6) CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF IEPA NPDES PERMIT ILR 10. RESTORATION SHALL OCCUR WITHIN 7 DAYS OF DISTURBANCE.
- 7) CONTRACTOR SHALL SUBMIT INSPECTION REPORTS TO THE **VILLAGE** AT LEAST ONCE PER SEVEN DAYS AND AFTER RAINFALL EVENTS OF A HALF INCH (OR EQUIVALENT SNOW FALL).
- 8) CONSTRUCTION SHALL NOT COMMENCE UNTIL THE NOI IS SUBMITTED AND THE IEPA ISSUES AN EFFECTIVE DATE. THE CONSTRUCTION SCHEDULE SHOULD BE COGNIZANT OF THE IEPA REVIEW SCHEDULE (APPROXIMATELY 30 DAYS).
- 10) THE CONTRACTOR IS RESPONSIBLE FOR HAVING THE SWPPP ON SITE AT ALL TIMES.
- 11) A NOTICE OF TERMINATION SHALL BE COMPLETED BY THE OWNER WHEN ALL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE WITH A 70% ESTABLISHMENT RATE OF VEGETATION. THE NOT SHALL BE SENT TO THE IEPA AND THE **VILLAGE**.
- 12) TECHNIQUES SHALL BE EMPLOYED BY THE CONTRACTOR TO PREVENT THE BLOWING OF DUST OR SEDIMENT FROM THE SITE.
- 13) DAILY REMOVAL OF SEDIMENT AND DEBRIS FROM ALL ROADS SHALL BE REQUIRED OF THE CONTRACTOR.

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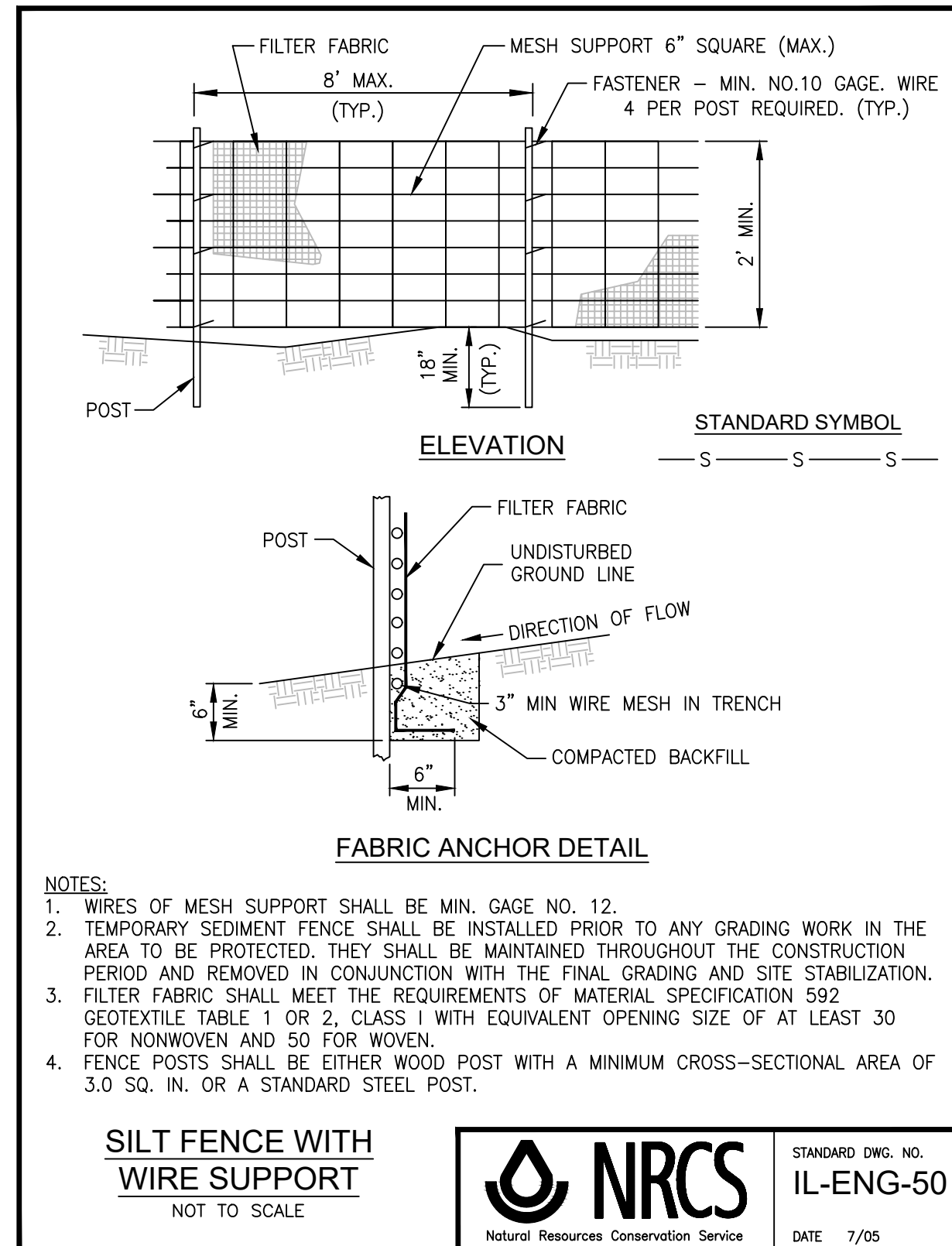


CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
STORM WATER POLLUTION PREVENTION NOTES

VILLAGE  
of  
GILBERTS

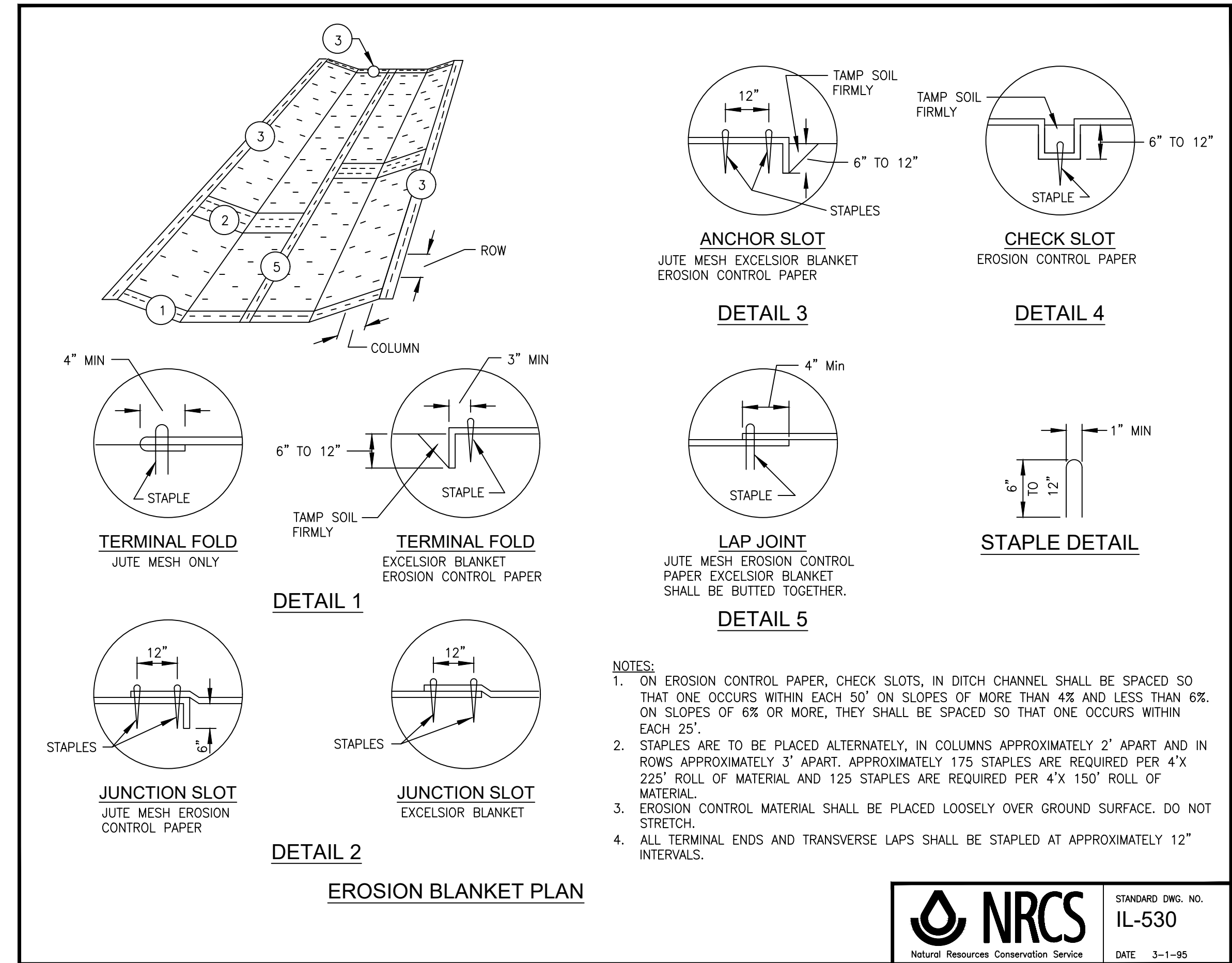
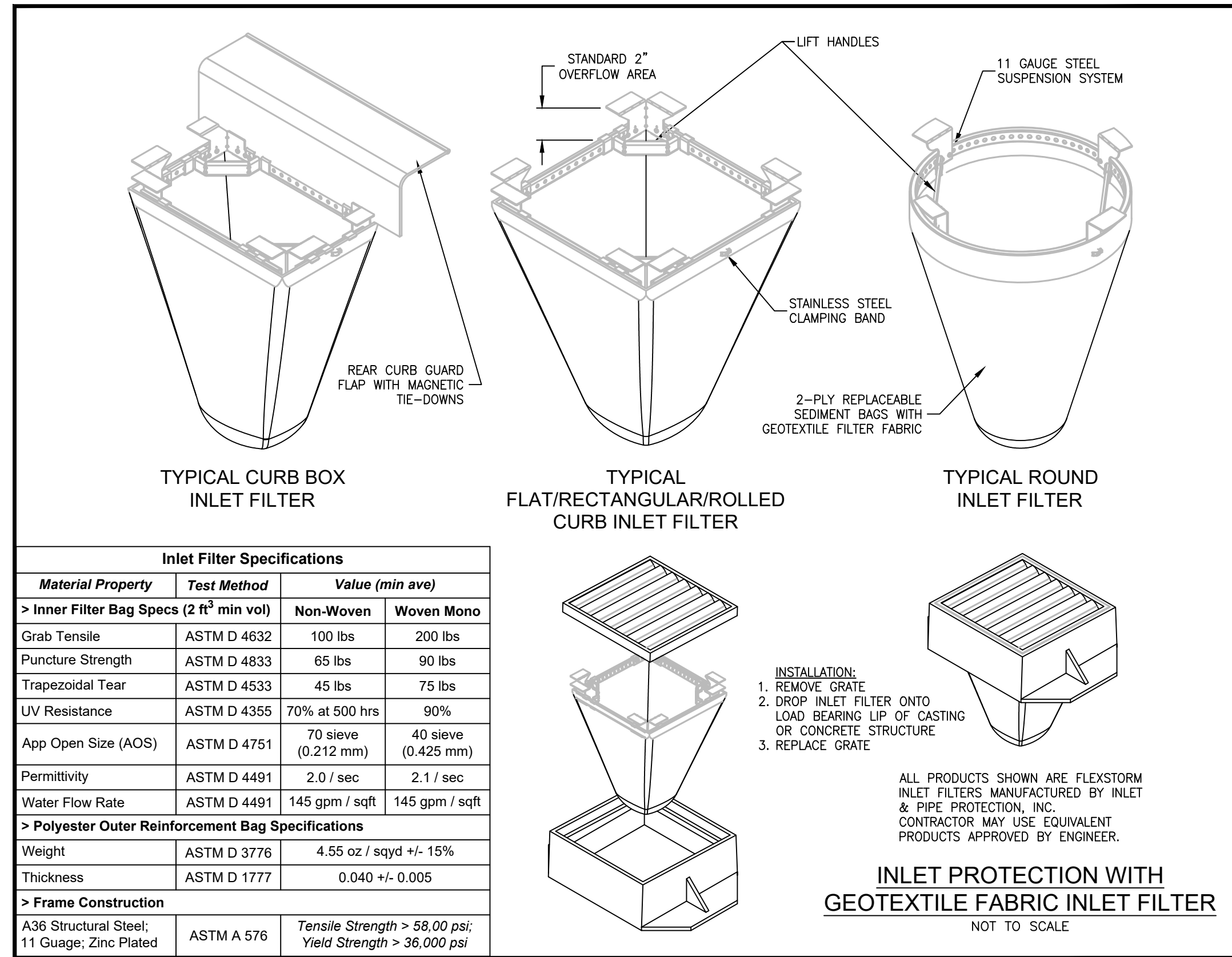
SHEET NO.  
C3.1





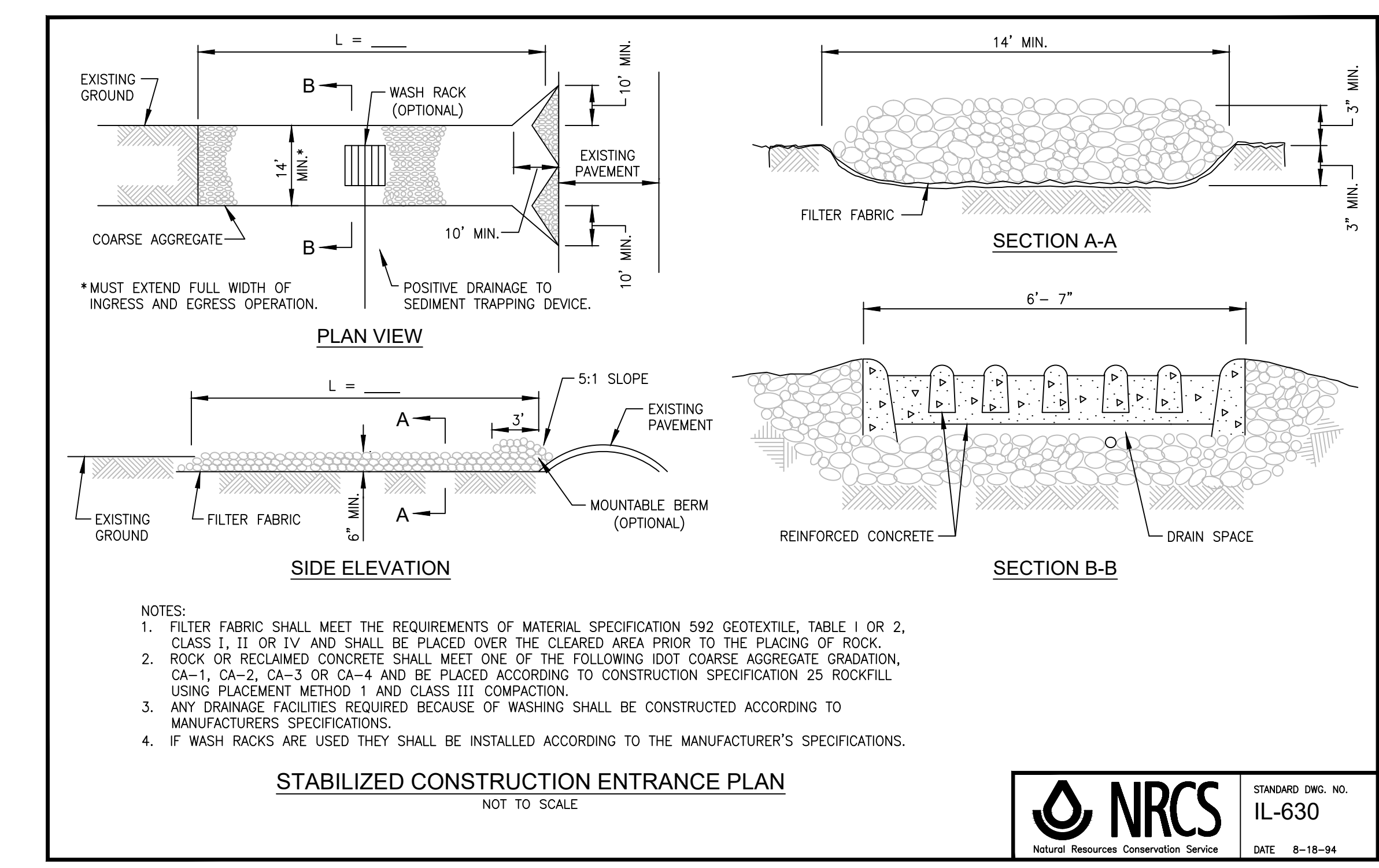
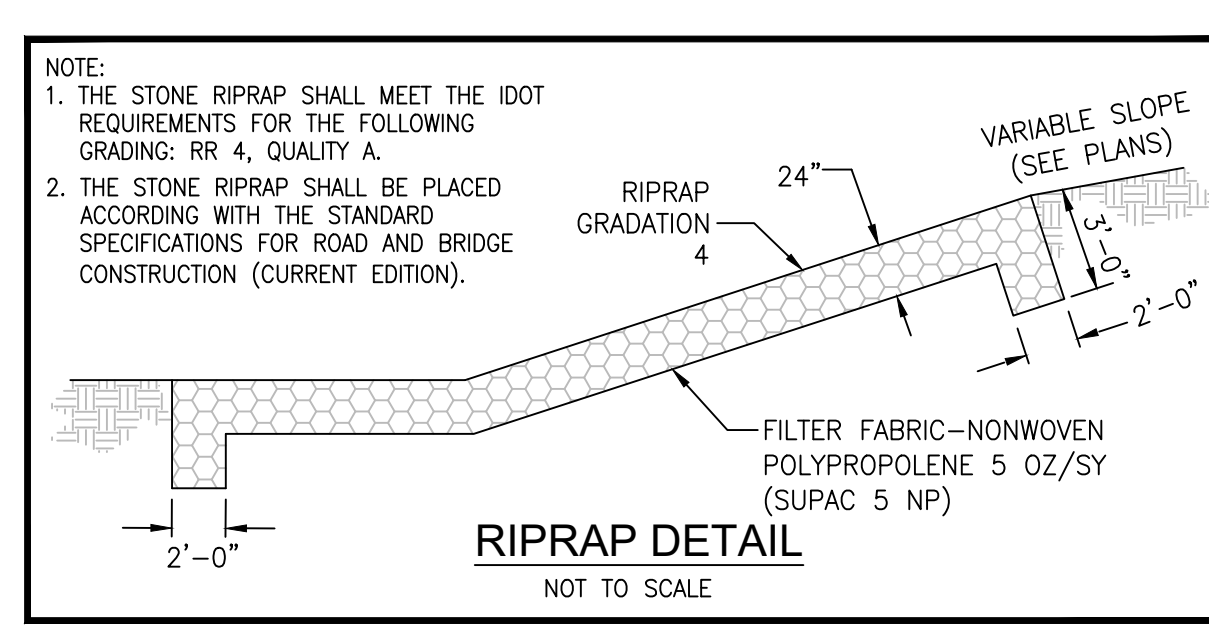
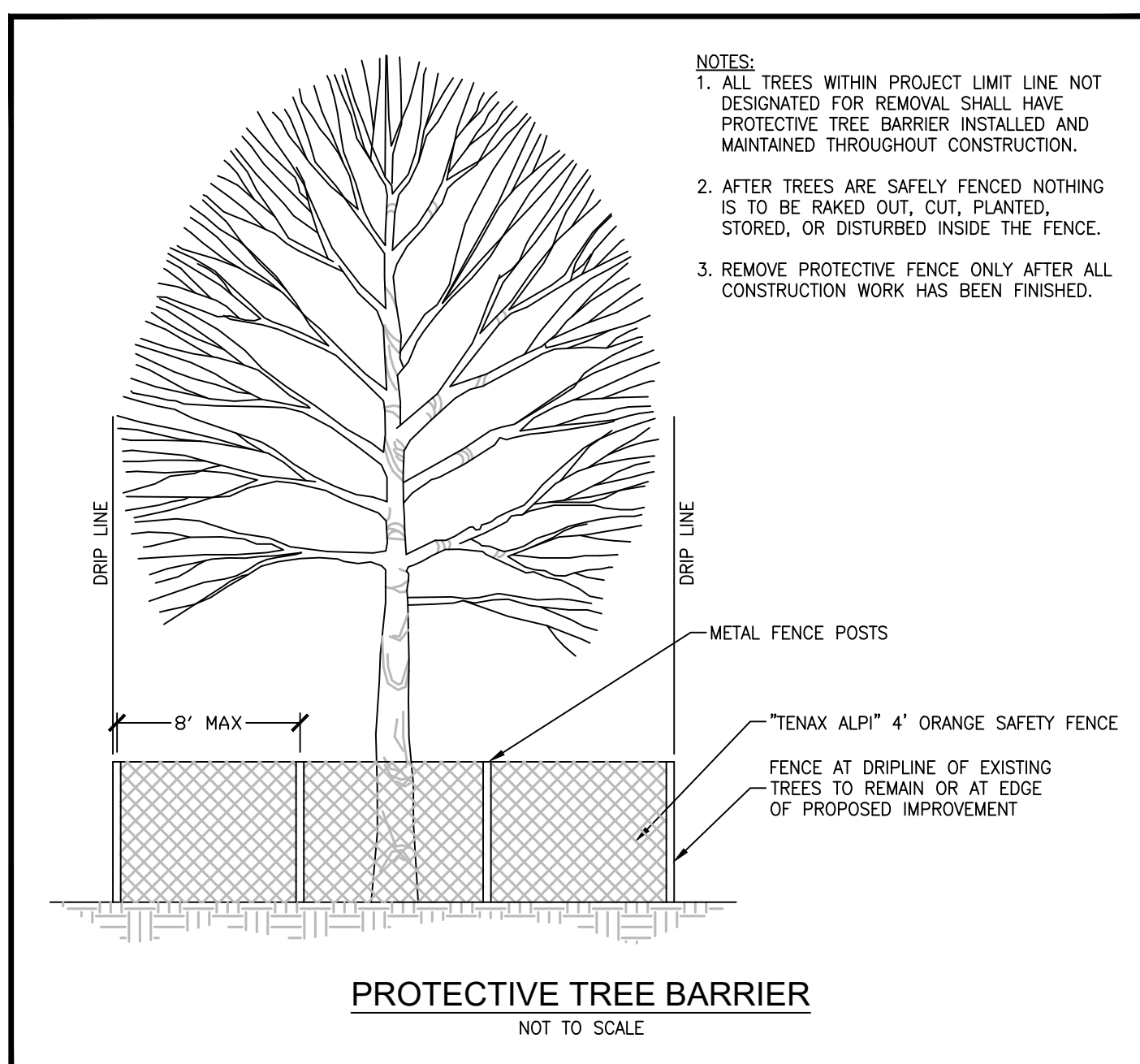
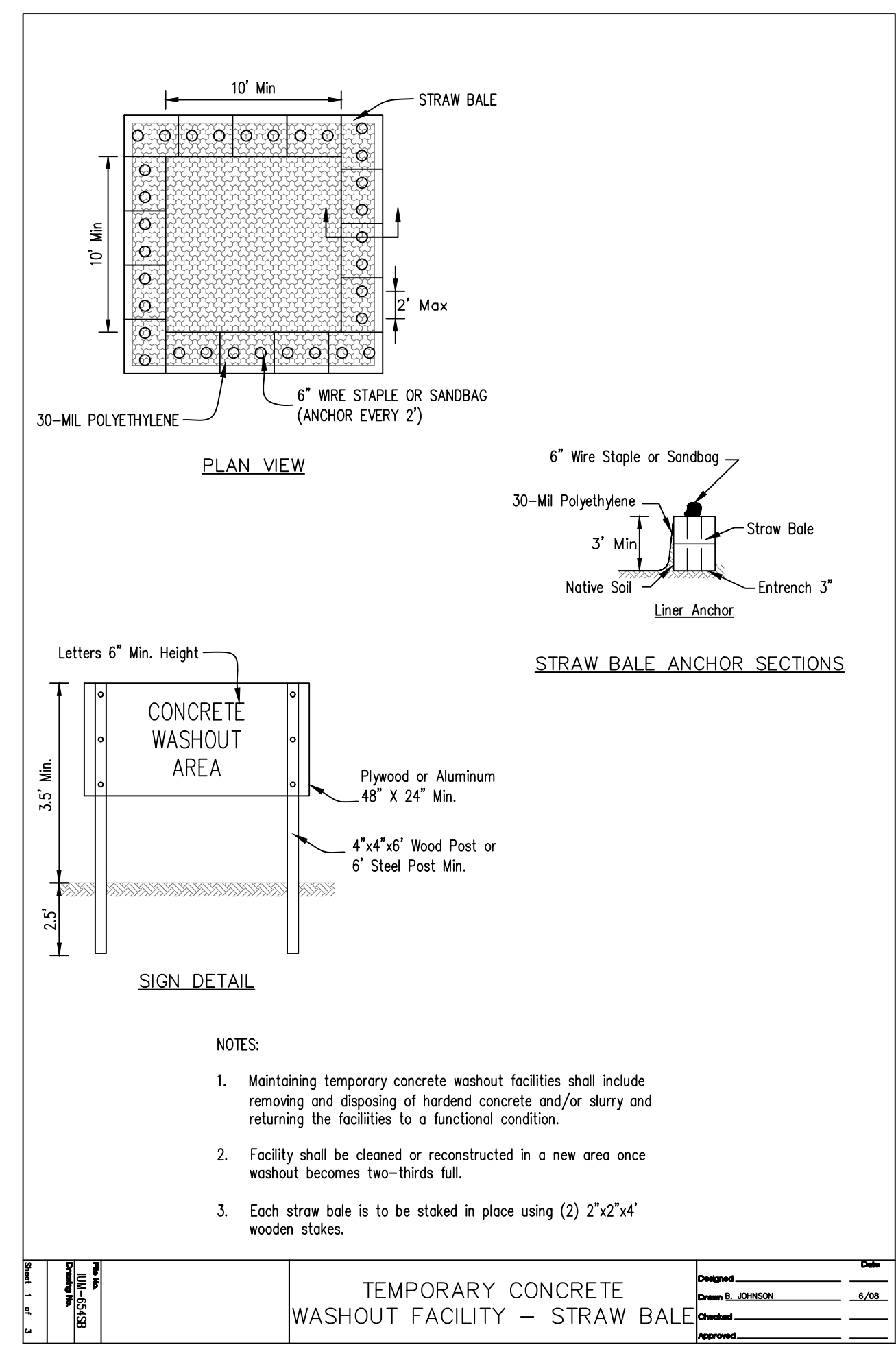
STANDARD DWG. NO. **IL-ENG-50**  
DATE 7/05

**NRCS**  
Natural Resources Conservation Service



STANDARD DWG. NO. **IL-530**  
DATE 3-1-95

**NRCS**  
Natural Resources Conservation Service



STANDARD DWG. NO. **IL-630**  
DATE 8-18-94

**NRCS**  
Natural Resources Conservation Service

DATE = 09/11/2023	DESIGNED -- DLW	REVISED -- 06-13-2023 ISSUED FOR BID
SCALE =	CHECKED -- DLW	REVISED -- 07-14-2023 ISSUED FOR CONSTRUCTION
PROJECT NO = 23-R0321	DRAWN -- ND	REVISED --
FILE NAME = 23R0321-SWPPP-01	CHECKED -- AG	REVISED --



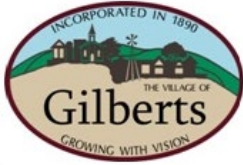
CONSERVANCY SUBDIVISION  
CONSERVANCY PARK  
STORM WATER POLLUTION PREVENTION DETAILS

VILLAGE  
of  
GILBERTS

SHEET NO.  
C3.2

LAST SAVED BY: NDEANULT ON 6/12/23  
PLOTTED BY: NATHAN DENAULT ON 6/12/23





## Village of Gilberts

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

**To:** President Zambetti & Board of Trustees  
**Cc:** Brian Bourdeau, Village Administrator  
**From:** Wade Kretsinger, Public Works Director  
Zach Ruemelin, Utilities Superintendent  
**Date:** September 19, 2023 Board Meeting  
**Re:** Item 6.B: Approve a Change Order with Water Well Solutions for the Maintenance and Rehabilitation Services at Well 4

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### **Background:**

During the removal of the pumping equipment from Well # 4, Water Well Solutions discovered that the cable and motor failed a Megohm Test. A Megohm (or Megger) Test, also known as Insulation Resistance Test, is an industry standard test to check the integrity of the submersible cable and motor on a well station. A low Megohm Test indicates damaged wire insulation and or a damaged motor. Upon further inspection the 3 motor leads showed a dead short to ground indicating that the cable and motor are damaged. After further inspection of the cable there were three areas of cable that appeared compromised and could have been possible penetration points where water made it into the cable and then down to the motor.

### **Summary:**

The Utility Division placed \$200,000 in the 2023 budget for the Well 4 project in account 20-10-5480. At that time, Village Staff felt that amount would cover a worst-case scenario for the rehab project based on the age of the pumping equipment. The original proposal was to pull the well, chemically treat the well, brush and bail the well casing, and reinstall the existing cable and motor. However, due to unforeseen repairs from the damaged motor and cable, Village Staff is requesting an additional \$25,000 on top of the already budgeted amount of \$200,000. The additional fund request of \$25,000 will cover the replacement of 800 feet of 500 MCM submersible cable and a new replacement SME 300 HP well motor.

The project expenses to date total \$87,242.50 for the rehab of the well and chemical treatment. The estimated total to reinstall the cable, motor, and final well testing is \$20,880. Bringing that project total to \$108,122.50. The change order request to replace the 800 feet of submersible cable and a new SME 300 HP motor totals \$97,700. The original change order quote was \$146,690. Given the high dollar amount, staff sought alternate quotes for the cable and pump. An alternate vendor provided a price of approximately \$97,700, which Water Well was willing to match, thereby saving the Village \$50,000 on the change order. With the change order it brings the total estimated cost to rehab Well # 4 to \$205,822.50. Village staff recommends budgeting an additional 10% as a contingency to assure we stay within the not to exceed amount of \$225,000. Factoring in the estimated costs for equipment replacement, Village Staff pursued multiple quotes. In doing so, Village Staff was able to save an approximate \$50,000 from the total project.

### **Conclusion:**

Village Staff recommends that the Village Board of Trustees authorize the purchase of services and equipment from Water Well Solutions in a not-to-exceed amount of \$225,000 from account 20-10-5480.

**RESOLUTION 25-2023**

**VILLAGE OF GILBERTS**

**A RESOLUTION APPROVING A CHANGE ORDER WITH WATER WELL SOLUTIONS FOR THE MAINTENANCE AND REHABILITATION SERVICES AT WELL 4**

**WHEREAS**, the Village of Gilberts (“*Village*”) owns, maintains, and operates a water treatment system, including two deep water wells; and

**WHEREAS**, Well 4 had experienced water testing sampling issues; and

**WHEREAS**, in order to fully assess and diagnose the cause of the issues an agreement for the maintenance and rehabilitation of Well 4 was awarded by the Village to Water Well Solutions pursuant to Resolution 16-2023, adopted on May 16, 2023 (*Rehabilitation Contract*”); and

**WHEREAS**, upon the removal of the well motor it was discovered that there were electrical splicing faults and a motor short that will require additional maintenance prior to the equipment being reinstalled; and

**WHEREAS**, the Village Board finds and determines that (1) the circumstances necessitating the change order were not reasonable foreseeable at the time the Rehabilitation Contract was signed; (2) the change order is germane to the original Rehabilitation Contract as signed; and (3) approving the change order is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED by President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:**

**Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

**Section 2. Approval; Authorization.** The Village Board of Trustees hereby approves the change order to the Rehabilitation Contract to include additional electrical cable and pump motor in an amount not to exceed \$25,000, as more fully set forth in change order memorandum and quote attached to this Resolution as Exhibit A. The Village Board of Trustees further authorizes the Village Administrator, upon receipt of all final documents, to execute the change order in a form substantially similar to the change order attached hereto as Exhibit A.

**Section 3. Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

**PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 19<sup>th</sup> day of September, 2023.



	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 19<sup>TH</sup> DAY OF September, 2023.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)  
ATTEST:

\_\_\_\_\_  
Village Clerk

Exhibit A  
*Change Order*



**Water Well Solutions**

# WATER WELL SOLUTIONS

**Illinois, LLC**

825 E. North St.  
Elburn, IL 60119

Office: 630-365-9099 FAX: 630-365-9069

**PROPOSAL TO:**

Date: 9/6/2023

**Company:** Gilberts, Village of

**Job Name:**

**Address:** 73 Industrial Dr

Well 4 Pump Cable and Motor

**City:** Gilberts, IL 60136

**Attention:** Zach Ruemelin

**Phone:** (224) 230-3580

**Email:** [zruemelin@villageofgilberts.com](mailto:zruemelin@villageofgilberts.com)

**Fax:**

**Terms:** 10 Days

Qty	Description	Unit Price	TOTAL
	<u>Well No. 4 Cable and Motor Options</u>		
800	Feet, 500MCM Submersible Cable	\$49.00	\$39,200.00
1	SME Signature Series, 12", 300 HP, 4 Pole, 460/3/60, SC/SC Single Mechanical Seal, Water filled, Submersible motor Shipping/Handling Added	\$58,500.00	\$58,500.00

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time, signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within 30 days of invoice date, for those materials ordered.

**Total Amount Proposed** **\$97,700.00**

CLIENT	WATER WELL SOLUTIONS ILLINOIS, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within ten (10) days of invoice date,  BY: _____ DATE: _____	All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other insurance.  BY: _____ DATE: _____

INVOICES. Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1-1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures; provided such claims of trespass or damage to property did not arise due to Water Well Solutions' negligence or intentional act which arise out of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

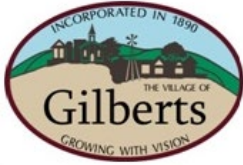
PERFORMANCE. Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

MISCELLANEOUS. The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.



## *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)

**To:** President Zambetti & Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Wade Kretsinger, Public Works Director  
**Date:** September 19, 2023 Board Meeting  
**Re:** Item 6.C: Agreement with Patriot Pavement for 2023 Crack Sealing Program

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### **Background:**

As Village roads age and begin to show cracks, sealing those cracks will stop water from penetrating the cracks and help the longevity of the pavement. Ideally, you would like to crack seal a road 4-6 years after paving. That will reduce damage to the pavement throughout the years.

### **Summary:**

The Village participated in the McMPI (McHenry County Municipal Partnering Initiative) Crack Sealing Joint Bid. For 2023 they renewed the contract with Patriot Pavement from the 2022 bid. This year's project will include Binne Road and the Gilberts Glen East subdivision. Binnie Road is a highly traveled road and shows minimal cracking and seems to be in good shape. Crack sealing this road will increase its longevity. Gilberts Glenn East shows more cracking and more depressed cracks. Crack sealing this road will prevent further depressing of the cracks that will need to be patched in the future. We set aside \$16,000 in this year's budget under 01-03-5450 Contractual Services for Crack Sealing.

### **Conclusion:**

We recommend that the Village Board of Trustees authorize the Village to enter an agreement with Patriot Pavement for Crack Sealing in a no-to-exceed amount of \$16,000.

HIDDEN HILL

BINNIE RD

ARK LN

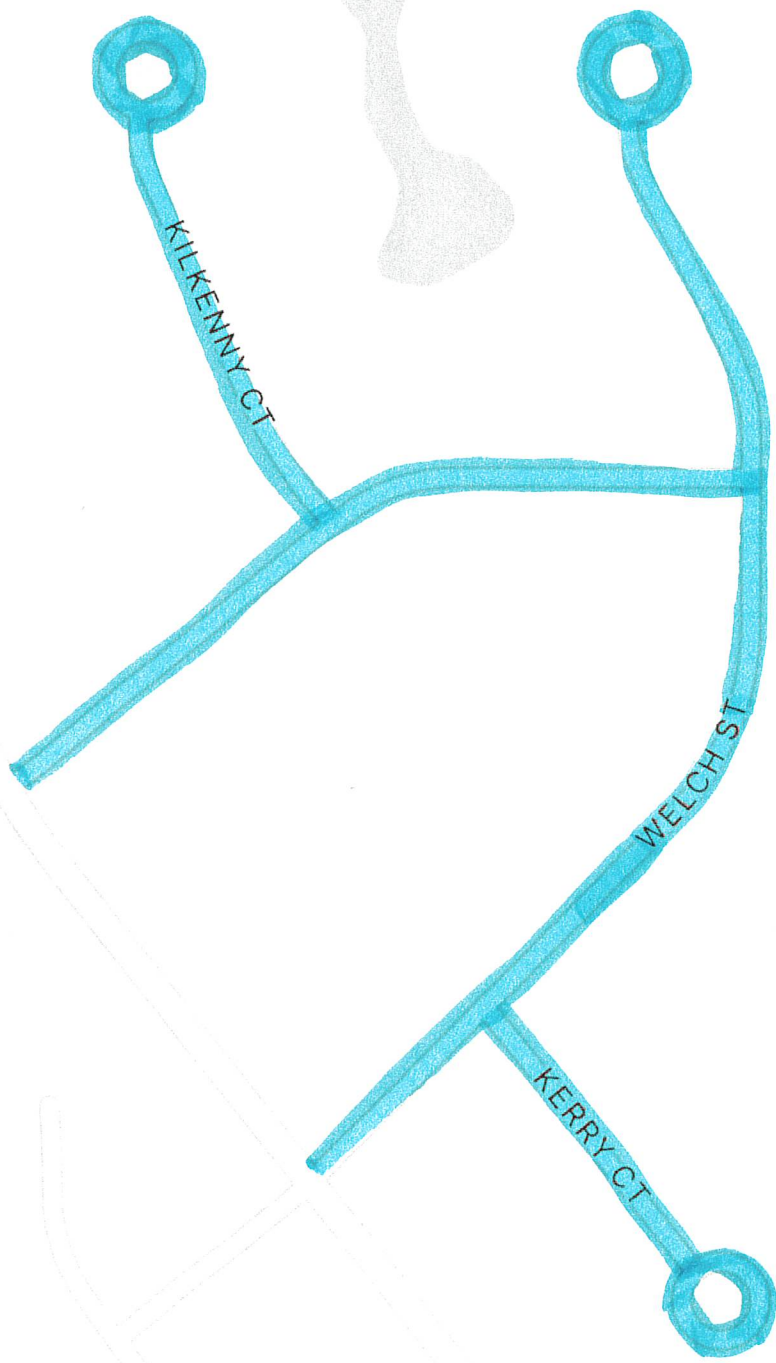


GALLIGAN RD

K

OPPIE DR

TYRRELL RD



TYRRELL RD

TIPPERARY ST

MASON RD

2022

City of Crystal Lake

Village of Cary

Village of Gilberts

Village of Huntley

City of McHenry

McHenry Township

Village of Prairie Grove

City of Woodstock

MCHENRY COUNTY  
PARTNERING INITIATIVE  
2022 CRACK SEALING  
PROGRAM JOINT BID

**2022 CRACK SEALING PROGRAM  
REQUEST FOR JOINT BID**  
SOLICITING AGENCY: CITY OF CRYSTAL LAKE

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LEGAL NOTICE / PUBLIC NOTICE  
CITY OF CRYSTAL LAKE  
JOINT BID NOTICE

The City of Crystal Lake, Village of Cary, City of McHenry, Village of Gilberts, Village of Huntley, McHenry Township, Village of Prairie Grove, and the City of Woodstock are jointly soliciting sealed bids from construction contractors for the following project:

**2022 CRACK SEALING Program  
Joint Bid**

Sealed bids for this contract must be received before 10:00 a.m. on Tuesday, April 6, 2022 at the Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, 60014, at which time all bids will be publicly opened and read aloud.

The scope of the work includes routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks, to be performed throughout the Municipalities.

Copies of the bidding documents, including contract provisions and specifications, may be obtained through Bidsync.com. It is the responsibility of the bidder to meet all requirements of the bid documents. **All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).**

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the City of Crystal Lake for not less than ten percent (10%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

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**MCHENRY COUNTY PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**OWNER CONTACT INFORMATION**

**City of Crystal Lake (Soliciting Agency)**

100 W. Woodstock Street  
Crystal Lake, Illinois 60014  
Telephone: 815-356-3614  
Attention: Paul Walter  
Capital Engineering Manager

**Village of Cary**

454 Cary Woods Circle  
Cary, Illinois 60013  
Telephone: 847-639-0003  
Attention: Erik Morimoto  
Director of Public Works / Village Engineer

**Village of Gilberts**

73 Industrial Drive  
Gilberts, Illinois 60136  
Telephone: 847-428-7057  
Attention: Aaron Grosskopf  
Director of Public Works

**Village of Huntley**

10987 Main Street  
Huntley, Illinois 60142  
Telephone: 847-515-5284  
Attention: Jason Irvin  
Assistant Director of Public Works

**City of McHenry**

1415 Industrial Drive  
McHenry, IL 60050  
Telephone: 815-363-2186  
Attention: Jon Schmitt  
Director of Public Works

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**McHenry Township Road District**

3703 N. Richmond Rd

Johnsburg, Illinois 60051

Telephone: 815-385-3076

Attention: Adam Vick  
Operations Manager

**Village of Prairie Grove**

3125 Barreville Road

Prairie Grove, Illinois 60012

Telephone: 815-455-1411

Attention: Josh Singer  
Public Works Superintendent

**City of Woodstock**

121 W Calhoun St

Woodstock, Illinois 60098

Telephone: 815-338-4300

Attention: Chris Tiedt  
City Engineer

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**MCHENRY COUNTY PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**INVITATION FOR BIDDER'S PROPOSALS**

As part of the McHenry County Partnering Initiative, the City of Crystal Lake is organizing a joint bid on behalf of various municipalities for the 2022 Crack Sealing Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks.

The work shall be performed at the following Work Sites in the:

- City of Crystal Lake, Illinois
- Village of Cary, Illinois
- Village of Gilberts
- Village of Huntley
- City of McHenry, Illinois
- McHenry Township Road District, Illinois
- Village of Prairie Grove
- City of Woodstock

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
  - (2) General Instructions to Bidders;
-

- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;

4. **Inspection and Examination**

The Bid Package may be downloaded at no charge from Bidsync.com. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **10:00 A.M.**, local time, **April 6, 2022** at the City of Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, IL 60014, or submitted electronically through Bidsync.com, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

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**MCHENRY COUNTY PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**GENERAL INSTRUCTIONS TO BIDDERS**

1. **Interpretation of Documents Included in Bid Package**

- 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. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.
  - 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. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

## 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. Term

The term of this Agreement shall be for one (1) year from the date of award. The Municipalities, as a whole, reserve the right to renew this contract for one (1) additional one (1) year period, subject to acceptable performance by the Contractor. At the end of the

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initial or renewal term, the Municipalities, as a whole, reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

4. **Prevailing Wages**

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. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

5. **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.

6. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and

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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.

7. **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. 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 therefore 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 and insurance commitment letters.

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

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correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

8. **Signature Requirements**

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

- (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 signatory 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.

9. **Bid Security, Performance Bonds, and Insurance**

A. **Required Bid Security.** Every Bidder's Proposal shall be accompanied by bid security in the form of a:

- i. Cashier's Check; or
  - ii. Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or
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- iii. Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

The 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 Bid Package; 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 or Certified Checks 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. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Municipalities, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, the Municipalities, upon award of the Contract to Bidder.
- D. 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 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.
- E. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to

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do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- i. **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
  - ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than:
    - \$1,000,000 per injury – per occurrence;
    - \$1,000,000 per disease – per employee; and
    - \$1,000,000 per disease – policy limit.
  - iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track
    - General Aggregate Limit \$ 2,000,000
    - Each Occurrence Limit \$ 1,000,000
  - iv. **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
    - Each Occurrence Limit \$ 1,000,000
  - v. **Umbrella Excess Liability** with limits not less than:
    - \$2,000,000 over Primary Insurance
  - vi. Contractor agrees that with respect to the above required insurance:
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- The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
  - To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days’ notice, in writing, of cancellation or material change.
  - The Contractor’s insurance shall be primary in the event of a claim.
  - **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
  - A Certificate of Insurance that states that each **Municipality** has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
  - The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.
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# EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
EXAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



- vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.
- viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, Village of Algonquin, City of McHenry, City of Woodstock, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's 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 property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. **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. All Bidder's Proposals received after the time for the opening of bids specified 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.

11. **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 in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal

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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 *the Bidder has not been awarded the contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, 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 until Owner affirmatively and in writing rejects such Bidder's Proposal.

12. **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 plant of Bidder that is available for the Work. Information pertaining to financial 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.

13. **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
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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.

14. **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.
  - 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
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the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

15. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package 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.

16. **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 required by the Bid Package.

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.

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.
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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.

17. **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.

18. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

19. **Joint Purchasing / Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the City of Crystal Lake shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the City of Crystal Lake including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities;
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- Certificate of insurance naming each other Municipality as an additional insured;  
and
  - Certified payrolls to the other Municipality for work performed.
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**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**BIDDER'S PROPOSAL**

Full Name of Bidder: \_\_\_\_\_ (“Bidder”)

Principal Office Address: \_\_\_\_\_

Local Office Address: \_\_\_\_\_

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

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

To: City of Crystal Lake (“Soliciting Agency/Owner”)  
100 W. Woodstock Street  
Crystal Lake, Illinois 60014  
Attention: Finance Department

**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 any Addenda, which are securely stapled to the end of this Bidder's Proposal (“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,
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data and other means and items necessary for the Work described in Attachment A; (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. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. 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.
- D. 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 Section 2.1 of 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:

**SCHEDULE OF PRICES**

COMPLETE FOLLOWING PAGE

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**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**SCHEDULE OF PRICES**

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

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

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

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		LF OF CRACKS FILLED		
1	Base Bid Year 1: Crack Sealant for Asphalt Pavement Applied	576,500 LF	\$	\$
2	Base Bid Year 2: Crack Sealant for Asphalt Pavement Applied	576,500 LF	\$	\$

**BID ALTERNATE:**

ITEM NO.	PAY ITEM	UNIT	UNIT PRICE
4	Sweeper with Disposal at Municipal Facility	Per Hour	\$
5	Sweeper with Disposal Performed by the Contractor	Per Hour	\$

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**TOTAL CONTRACT PRICE (BASE BID ONLY, ITEM # 1):**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in writing) (in writing)

*Individual quantities for each agency in the joint bid are included in the special provisions at the end of this bid document.*

**BASIS FOR DETERMINING PRICES**

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are estimates only, the Municipalities reserve 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. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. 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
6. 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 (if applicable) 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 released.

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3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the City's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date").

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Bid Package.

4. **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.

5. **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.
  - D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.
-

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is equal to at least ten percent (10%) of Bidder's Price Proposal ("Bid Security").

8. **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.

9. **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.

10. **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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Attest/Witness:

\_\_\_\_\_

Bidder

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

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

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

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

**BIDDER'S SWORN ACKNOWLEDGEMENT**

\_\_\_\_\_ (“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 \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The officers of the corporation are as follows:

<b><u>TITLE</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____

\_\_\_\_\_

Treasurer

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2. **Partnership**

**ACKNOWLEDGEMENT**

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**

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

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

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

**[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]**

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**ACKNOWLEDGEMENT**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

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

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

Subscribed and Sworn to My Commission Expires:

\_\_\_\_\_ before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public [SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

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## **BIDDER'S SWORN WORK HISTORY STATEMENT**

\_\_\_\_\_ (“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:

2. **Composition of Work**

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

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: \_\_\_\_\_ Years

4. **Predecessor Organizations**

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

---

NAME	ADDRESS	YEARS
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

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	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

**PROJECT ONE**

**PROJECT TWO**

**PROJECT THREE**

Contractor \_\_\_\_\_  
(If Bidder was) \_\_\_\_\_  
(Subcontractor) \_\_\_\_\_

Amount of Contract \_\_\_\_\_

Date Completed \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

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

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

Subscribed and Sworn to My Commission Expires:  
\_\_\_\_\_ before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public [SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENT**

**MCHENRY COUNTY PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 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.

The term “Municipalities” and “Village” refers to the City of Crystal Lake, Illinois; Village of Cary, Illinois; Village of Gilberts, Illinois; Village of Huntley, Illinois; City of McHenry, Illinois; McHenry Township, Illinois; Village of Prairie Grove, Illinois, and City of Woodstock, Illinois.

**DESCRIPTION OF IMPROVEMENT**

The Contractor shall be responsible for routing, cleaning, and filling certain asphalt pavement cracks throughout the Municipalities at locations determined by the municipal representative. Only sections of crack that are identified at each location and listed on the crack sealing list or map shall be routed, cleaned, filled and accounted for in the Schedule of Prices. The Contractor is not guaranteed the total annual quantity as listed in the Schedule of Prices under the items of CRACK SEALANT FOR ASPHALT PAVEMENT APPLIED (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for removing material on the pavement or on nearby or adjacent property generated as a result of the Work.

**AWARD OF CONTRACT**

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

**CONTRACT TIME**

Contractor shall complete the Work no later than September 2, 2022, unless otherwise approved in writing by the Municipality’s representative.

**WORKING HOURS**

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Municipality’s representative.

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## **TRAFFIC CONTROL AND SITE SAFETY**

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Crack sealing work shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

## **USE OF THE WORK SITE**

Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Owner. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (*e.g.* personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Owner, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of Owner in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

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## **LOCATION OF THE IMPROVEMENT**

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

## **EXISTING UTILITIES**

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the routing of the pavement cracks. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

## **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 municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Bidders will provide pricing for this contract per LINEAL FOOT of crack filled to be provided and installed per the specifications contained herein. A bidder's per-foot pricing will include all of its costs, including its costs for materials, installation services, and the providing of advance notice about these services to residences.

Pricing per hour must be submitted for street sweeping with disposal by the Contractor and pricing per hour for street sweeping with disposal at Municipal facility.

The Contractor's pricing under the optional renewals allowed by this RFB must be indicated in the bid proposal.

## **OTHER SPECIAL PROVISIONS**

1. Equipment used for heating and placing the premixed material shall be capable of heating the material to 400° F and pumping the material into the prepared cracks.
  2. All temperature gauges shall be calibrated and checked for accuracy.
  3. Crack sealing material shall be a rubberized material that conforms to section 451 and section 1050.02 of the IDOT standard specifications, current edition. Prior to beginning
-

work, the contractor shall submit to the Municipality's representative a manufacturer's certificate stating that the crack sealing material complies with the above requirements.

4. Crack routers/cutters shall be mechanical and power driven, capable of cutting the cracks to the required dimensions. Equipment designed to "plow" the cracks will not be permitted.
  5. Crack routing dimensions shall not exceed three-quarter inch (3/4") wide, by three-quarter inch (3/4") deep. Dimensions that exceed this must be approved by the Municipality's representative.
  6. Air compressors shall provide moisture and oil-free compressed air and shall be of sufficient size to blow sand and other foreign material from the crack prior to placing the crack sealing material.
  7. High temperature (2700 FPS avg.) and high air velocity (1900 FPS avg.) crack blowing equipment shall be used to perform final crack blowing and lancing.
  8. Crack cleaning and filling shall be done only when ambient air and pavement surface temperatures are above 40° F. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the crack surfaces. Crack sealing material shall be heated on the job, not to exceed 400° F.
  9. Crack sealant shall be applied so that the crack is flush filled immediately following application and a thin over-band of sealant extends approximately one inch (1") beyond the edges of the crack. Excess crack sealant shall be removed from the pavement surface immediately following application. Removal shall involve the use of a squeegee, starting from the centerline and proceeding towards the shoulder or curb.
  10. Each Municipality will determine if the Contractor will sweep and remove all debris from routing of the cracks or if the sweeping and removal of debris will be performed by the Municipality. On the pricing chart, the contractor shall provide a price per hour for the cost of sweeping and removing all debris.
  11. Each Municipality shall also decide if the Contractor shall be responsible for the disposal of debris from sweeping or if the Contractor is to transport debris to a Municipality facility location as determined by the Director of Public Works or his/her designee. If transported, only debris from crack sealing operation will be allowed to be dumped at the Municipal facility.
  12. Upon completion of sweeping and collection of debris, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.
  13. Traffic shall be permitted to cross sealant for a time period no less than ten minutes from the time sealant has been applied.
  14. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
  15. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. The Contractor's certificate of insurance shall meet the requirements of Article 107.27 of the Standard Specifications. In addition, under
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Article 107.27 of the Standard Specifications, the Contractor’s policy of insurance shall also include the Municipalities and consultant engineers (if applicable) as the additional insured.

16. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.
17. The Municipalities reserve the right to appoint an employee or other representative to inspect all work completed under this contract.
18. The Municipalities shall provide lists of roads that shall be completed in this contract.
19. Contractor must provide notification of where and when work will be done each day (preferably at least 24 hours in advance).
20. The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.
21. Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

**SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY**

The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications, contract unit prices, and respective budgets.

	CRYSTAL LAKE	CARY	GILBERTS	HUNTLEY	CITY OF MCHENRY	MCHENRY TOWNSHIP	PRAIRIE GROVE	WOODSTOCK
	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT
BASE BID: CRACK SEALANT FOR ASPHALT PAVEMENT	83,000	6,000	26,000	120,000	145,000	47,500	16,000	133,000
BASE BID: CRACK SEALANT FOR ASPHALT PAVEMENT	83,000	6,000	26,000	120,000	145,000	47,500	16,000	133,000

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**SCHEDULE OF PRICES**

**Company Name:** Patriot Pavement Maintenance

**Address:** 825 Seevers Rd  
Des Plaines, IL 60016

**Contact Person:** Matt Sollars

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		LF OF CRACKS FILLED		
1	Base Bid Year 1: Crack Sealant for Asphalt Pavement Applied	576,500 LF	\$ .467	\$ 269,225.50
2	Base Bid Year 2: Crack Sealant for Asphalt Pavement Applied	576,500 LF	\$ .479	\$ 276,143.90

**BID ALTERNATE:**

ITEM NO.	PAY ITEM	UNIT	UNIT PRICE
4	Sweeper with Disposal at Municipal Facility	Per Hour	\$ 125.00
5	Sweeper with Disposal Performed by the Contractor	Per Hour	\$ 125.00





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Patriot Pavement Maintenance  
Crack fill References

Village of Arlington Heights  
33 South Arlington Hts Rd  
Arlington Heights, IL 60005  
Chester Gorecki  
Phone: 847-368-5805

Village of Glenview  
2498 E. Lake Street  
Glenview, IL 60025  
Greg Jurek  
Phone: 847-904-4547

Village of Niles  
1000 Civic Center Dr.  
Niles, IL 60174  
Fred Brawn  
Phone: 847-588-7908

Village of Rolling Meadows  
3900 Berdnick St.  
Rolling Meadows, IL  
Bill Suchecki  
Phone: 847-963-0500

City of Evanston  
2020 Asbury  
Evanston, IL 60102  
William Reed  
Phone: 847-627-6564

Village of Mount Prospect  
50 South Emerson Street  
Mount Prospect, IL 60058  
Scott Moe  
Phone: 847-870-5640

## **Solicitation 2203-003**

# **McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid**

**Bid Designation: Public**



**City of Crystal Lake**

### Bid 2203-003

## McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid

**Bid Number** 2203-003  
**Bid Title** McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid  
  
**Bid Start Date** Mar 17, 2022 7:07:19 AM CDT  
**Bid End Date** Apr 6, 2022 10:00:00 AM CDT  
  
**Bid Contact** Denver Schmitt  
dschmitt@crystallake.org  
  
**Bid Contact** Beth Mogan  
bmogan@crystallake.org  
  
**Bid Contact** Paul Walter  
pwalter@crystallake.org  
  
**Contract Duration** One Time Purchase  
**Contract Renewal** 1 annual renewal  
**Prices Good for** 120 days  
  
**Bid Comments** Selected contract must agree to contracts with individual agencies.

### Item Response Form

**Item** 2203-003-01-01 - Submit Price Sheet  
**Quantity** 1 each  
**Unit Price**  
**Delivery Location** City of Crystal Lake  
No Location Specified  
  
**Qty** 1  
  
**Description**  
Submit price sheet



2022

City of Crystal Lake  
Village of Cary  
Village of Gilberts  
Village of Huntley  
City of McHenry  
McHenry Township  
Village of Prairie Grove  
City of Woodstock

**MCHENRY COUNTY  
PARTNERING INITIATIVE  
2022 CRACK SEALING  
PROGRAM JOINT BID**

**2022 CRACK SEALING PROGRAM  
REQUEST FOR JOINT BID  
SOLICITING AGENCY: CITY OF CRYSTAL LAKE**

LEGAL NOTICE / PUBLIC NOTICE  
CITY OF CRYSTAL LAKE  
JOINT BID NOTICE

The City of Crystal Lake, Village of Cary, City of McHenry, Village of Gilberts, Village of Huntley, McHenry Township, Village of Prairie Grove, and the City of Woodstock are jointly soliciting sealed bids from construction contractors for the following project:

**2022 CRACK SEALING Program  
Joint Bid**

Sealed bids for this contract must be received before 10:00 a.m. on Tuesday, April 6, 2022 at the Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, 60014, at which time all bids will be publicly opened and read aloud.

The scope of the work includes routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks, to be performed throughout the Municipalities.

Copies of the bidding documents, including contract provisions and specifications, may be obtained through Bidsync.com. It is the responsibility of the bidder to meet all requirements of the bid documents. **All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq).**

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the City of Crystal Lake for not less than ten percent (10%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.



**MCHENRY COUNTY PARTNERING INITIATIVE  
2022 CRACK SEALING PROGRAM JOINT BID**

**OWNER CONTACT INFORMATION**

**City of Crystal Lake (Soliciting Agency)**

100 W. Woodstock Street  
Crystal Lake, Illinois 60014  
Telephone: 815-356-3614  
Attention: Paul Walter  
Capital Engineering Manager

**Village of Cary**

454 Cary Woods Circle  
Cary, Illinois 60013  
Telephone: 847-639-0003  
Attention: Erik Morimoto  
Director of Public Works / Village Engineer

**Village of Gilberts**

73 Industrial Drive  
Gilberts, Illinois 60136  
Telephone: 847-428-7057  
Attention: Aaron Grosskopf  
Director of Public Works

**Village of Huntley**

10987 Main Street  
Huntley, Illinois 60142  
Telephone: 847-515-5284  
Attention: Jason Irvin  
Assistant Director of Public Works

**City of McHenry**

1415 Industrial Drive  
McHenry, IL 60050  
Telephone: 815-363-2186  
Attention: Jon Schmitt  
Director of Public Works

**McHenry Township Road District**

3703 N. Richmond Rd

Johnsburg, Illinois 60051

Telephone: 815-385-3076

Attention: Adam Vick  
Operations Manager

**Village of Prairie Grove**

3125 Barreville Road

Prairie Grove, Illinois 60012

Telephone: 815-455-1411

Attention: Josh Singer  
Public Works Superintendent

**City of Woodstock**

121 W Calhoun St

Woodstock, Illinois 60098

Telephone: 815-338-4300

Attention: Chris Tiedt  
City Engineer

# **MCHENRY COUNTY PARTNERING INITIATIVE 2022 CRACK SEALING PROGRAM JOINT BID**

## **INVITATION FOR BIDDER'S PROPOSALS**

As part of the McHenry County Partnering Initiative, the City of Crystal Lake is organizing a joint bid on behalf of various municipalities for the 2022 Crack Sealing Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

### **1. Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks.

The work shall be performed at the following Work Sites in the:

- City of Crystal Lake, Illinois
- Village of Cary, Illinois
- Village of Gilberts
- Village of Huntley
- City of McHenry, Illinois
- McHenry Township Road District, Illinois
- Village of Prairie Grove
- City of Woodstock

### **2. Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

### **3. The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;

- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;

4. **Inspection and Examination**

The Bid Package may be downloaded at no charge from Bidsync.com. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **10:00 A.M.**, local time, **April 6, 2022** at the City of Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, IL 60014, or submitted electronically through Bidsync.com, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

# **MCHENRY COUNTY PARTNERING INITIATIVE 2022 CRACK SEALING PROGRAM JOINT BID**

## **GENERAL INSTRUCTIONS TO BIDDERS**

### **1. Interpretation of Documents Included in Bid Package**

- 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. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.
- 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. **Informal Responses.** Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

## 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. **Term**

The term of this Agreement shall be for one (1) year from the date of award. The Municipalities, as a whole, reserve the right to renew this contract for one (1) additional one (1) year period, subject to acceptable performance by the Contractor. At the end of the

initial or renewal term, the Municipalities, as a whole, reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

4. **Prevailing Wages**

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. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

5. **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.

6. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, 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.

**7. 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. 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 therefore 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 and insurance commitment letters.

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.

## 8. **Signature Requirements**

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

- (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 signatory 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.

## 9. **Bid Security, Performance Bonds, and Insurance**

A. **Required Bid Security.** Every Bidder's Proposal shall be accompanied by bid security in the form of a:

- i. Cashier's Check; or
- ii. Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or

- iii. Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

The 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 Bid Package; 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 or Certified Checks 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. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Municipalities, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, the Municipalities, upon award of the Contract to Bidder.
- D. 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 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.
- E. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to

do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- i. **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than:
  - \$1,000,000 per injury – per occurrence;
  - \$1,000,000 per disease – per employee; and
  - \$1,000,000 per disease – policy limit.
- iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track
  - General Aggregate Limit \$ 2,000,000
  - Each Occurrence Limit \$ 1,000,000
- iv. **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
  - Each Occurrence Limit \$ 1,000,000
- v. **Umbrella Excess Liability** with limits not less than:
  - \$2,000,000 over Primary Insurance
- vi. Contractor agrees that with respect to the above required insurance:

- The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days’ notice, in writing, of cancellation or material change.
- The Contractor’s insurance shall be primary in the event of a claim.
- **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- A Certificate of Insurance that states that each **Municipality** has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

# EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
SAMPLE	SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p style="font-size: 48px; opacity: 0.5; transform: rotate(-45deg);">EXAMPLE</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.
- viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, Village of Algonquin, City of McHenry, City of Woodstock, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's 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 property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. **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. All Bidder's Proposals received after the time for the opening of bids specified 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.

11. **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 in the manner specified in Section 7 of these General Instructions to Bidders, 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 *the Bidder has not been awarded the contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, 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 until Owner affirmatively and in writing rejects such Bidder's Proposal.

12. **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 plant of Bidder that is available for the Work. Information pertaining to financial 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.

13. **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.

14. **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.
- 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.

15. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package 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.

16. **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 required by the Bid Package.

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.

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.

17. **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.

18. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

19. **Joint Purchasing / Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the City of Crystal Lake shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the City of Crystal Lake including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities;

- **Certificate of insurance naming each other Municipality as an additional insured;  
and**
- **Certified payrolls to the other Municipality for work performed.**



data and other means and items necessary for the Work described in Attachment A; (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. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. 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.
- D. 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 Section 2.1 of 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:

**SCHEDULE OF PRICES**

COMPLETE FOLLOWING PAGE

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the City's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date").

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Bid Package.

4. **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.

5. **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.
- D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.



6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of

Attached dollars (\$ \_\_\_\_\_), which is equal to at least ten percent (10%)

of Bidder's Price Proposal ("Bid Security").

8. **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.

9. **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.

10. **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 6th day of April, 2022.

Attest/Witness: Patriot Pave and Maintenance  
 By: [Signature] Bidder  
 Title: Secretary By: [Signature]  
 Title: PRESIDENT

**BIDDER'S SWORN ACKNOWLEDGEMENT**

Matt Sollans ("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 Ill, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Patriot Patriot Pavement.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Matt Sollans</u>	<u>825 Seegers Rd D.P., IL</u>
Vice President	<u>" "</u>	<u>" "</u>
Secretary	<u>" "</u>	<u>" "</u>

Treasurer

Matt Sollans

"

"

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2. **Partnership**

**ACKNOWLEDGEMENT**

Bidder is a partnership that is organized, existing and registered under the laws of the State of Ill 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:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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**

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

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

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

**[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]**

**ACKNOWLEDGEMENT**

DATED this 6<sup>th</sup> day of April, 2022

Attest/Witness: *Pat* Patriot Pavement Maint.  
Bidder

By: *[Signature]*

By: *Matt*

Title: Secretary

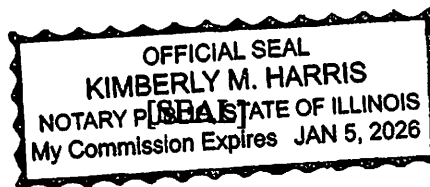
Title: PRESIDENT

Subscribed and Sworn to

My Commission Expires:

M.S. before me this 6<sup>th</sup> day of April, 2022

*Kimberly M Harris*  
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

**BIDDER'S SWORN WORK HISTORY STATEMENT**

Matt Sollars / Patriot Pavement Maintenance ("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  
Crack Sealing*

2. **Composition of Work**

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

*Asphalt Maintenance  
Crack Sealing Municipalities*

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: 12 Years

4. **Predecessor Organizations**

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

*N/A*

NAME	ADDRESS	YEARS
_____	_____	_____
_____	_____	_____

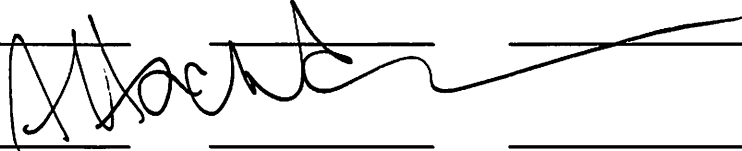
5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

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>Vlgof A.H</u>	<u>Vlgof Niles</u>	<u>City of Evanston</u>
Owner Address	_____	_____	_____
Reference	<u></u>		
Telephone Number	<u>847-368-5805</u>	<u>847-588-7908</u>	<u>847-627-6564</u>
Type of Work	<u>Crack Sealing</u>	<u>Crack Sealing</u>	<u>Crack Sealing</u>
	_____	_____	_____



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	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

See attached

DATED this 6 day of April, 2022

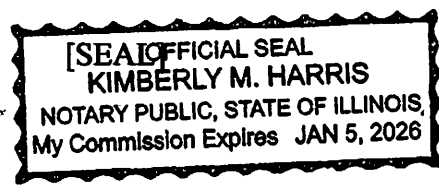
Attest/Witness: Patriot Pavement Maintenance  
Bidder

By: [Signature]  
Title: PRESIDENT

By: [Signature]  
Title: PRESIDENT

Subscribed and Sworn to My Commission Expires:  
M.S before me this 6<sup>th</sup> day of April, 2022

[Signature]  
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENT**

## **MCHENRY COUNTY PARTNERING INITIATIVE 2022 CRACK SEALING PROGRAM JOINT BID**

### **SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 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.

The term “Municipalities” and “Village” refers to the City of Crystal Lake, Illinois; Village of Cary, Illinois; Village of Gilberts, Illinois; Village of Huntley, Illinois; City of McHenry, Illinois; McHenry Township, Illinois; Village of Prairie Grove, Illinois, and City of Woodstock, Illinois.

#### **DESCRIPTION OF IMPROVEMENT**

The Contractor shall be responsible for routing, cleaning, and filling certain asphalt pavement cracks throughout the Municipalities at locations determined by the municipal representative. Only sections of crack that are identified at each location and listed on the crack sealing list or map shall be routed, cleaned, filled and accounted for in the Schedule of Prices. The Contractor is not guaranteed the total annual quantity as listed in the Schedule of Prices under the items of CRACK SEALANT FOR ASPHALT PAVEMENT APPLIED (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for removing material on the pavement or on nearby or adjacent property generated as a result of the Work.

#### **AWARD OF CONTRACT**

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

#### **CONTRACT TIME**

Contractor shall complete the Work no later than September 2, 2022, unless otherwise approved in writing by the Municipality’s representative.

#### **WORKING HOURS**

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Municipality’s representative.

## **TRAFFIC CONTROL AND SITE SAFETY**

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Crack sealing work shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

## **USE OF THE WORK SITE**

Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Owner. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (*e.g.* personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Owner, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of Owner in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

## **LOCATION OF THE IMPROVEMENT**

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

## **EXISTING UTILITIES**

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the routing of the pavement cracks. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

## **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 municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Bidders will provide pricing for this contract per LINEAL FOOT of crack filled to be provided and installed per the specifications contained herein. A bidder's per-foot pricing will include all of its costs, including its costs for materials, installation services, and the providing of advance notice about these services to residences.

Pricing per hour must be submitted for street sweeping with disposal by the Contractor and pricing per hour for street sweeping with disposal at Municipal facility.

The Contractor's pricing under the optional renewals allowed by this RFB must be indicated in the bid proposal.

## **OTHER SPECIAL PROVISIONS**

1. Equipment used for heating and placing the premixed material shall be capable of heating the material to 400° F and pumping the material into the prepared cracks.
2. All temperature gauges shall be calibrated and checked for accuracy.
3. Crack sealing material shall be a rubberized material that conforms to section 451 and section 1050.02 of the IDOT standard specifications, current edition. Prior to beginning

work, the contractor shall submit to the Municipality's representative a manufacturer's certificate stating that the crack sealing material complies with the above requirements.

4. Crack routers/cutters shall be mechanical and power driven, capable of cutting the cracks to the required dimensions. Equipment designed to "plow" the cracks will not be permitted.
5. Crack routing dimensions shall not exceed three-quarter inch (3/4") wide, by three-quarter inch (3/4") deep. Dimensions that exceed this must be approved by the Municipality's representative.
6. Air compressors shall provide moisture and oil-free compressed air and shall be of sufficient size to blow sand and other foreign material from the crack prior to placing the crack sealing material.
7. High temperature (2700 FPS avg.) and high air velocity (1900 FPS avg.) crack blowing equipment shall be used to perform final crack blowing and lancing.
8. Crack cleaning and filling shall be done only when ambient air and pavement surface temperatures are above 40° F. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the crack surfaces. Crack sealing material shall be heated on the job, not to exceed 400° F.
9. Crack sealant shall be applied so that the crack is flush filled immediately following application and a thin over-band of sealant extends approximately one inch (1") beyond the edges of the crack. Excess crack sealant shall be removed from the pavement surface immediately following application. Removal shall involve the use of a squeegee, starting from the centerline and proceeding towards the shoulder or curb.
10. Each Municipality will determine if the Contractor will sweep and remove all debris from routing of the cracks or if the sweeping and removal of debris will be performed by the Municipality. On the pricing chart, the contractor shall provide a price per hour for the cost of sweeping and removing all debris.
11. Each Municipality shall also decide if the Contractor shall be responsible for the disposal of debris from sweeping or if the Contractor is to transport debris to a Municipality facility location as determined by the Director of Public Works or his/her designee. If transported, only debris from crack sealing operation will be allowed to be dumped at the Municipal facility.
12. Upon completion of sweeping and collection of debris, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.
13. Traffic shall be permitted to cross sealant for a time period no less than ten minutes from the time sealant has been applied.
14. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
15. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. The Contractor's certificate of insurance shall meet the requirements of Article 107.27 of the Standard Specifications. In addition, under

Article 107.27 of the Standard Specifications, the Contractor’s policy of insurance shall also include the Municipalities and consultant engineers (if applicable) as the additional insured.

16. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.
17. The Municipalities reserve the right to appoint an employee or other representative to inspect all work completed under this contract.
18. The Municipalities shall provide lists of roads that shall be completed in this contract.
19. Contractor must provide notification of where and when work will be done each day (preferably at least 24 hours in advance).
20. The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.
21. Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

**SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY**

The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications, contract unit prices, and respective budgets.

	CRYSTAL LAKE	CARY	GILBERTS	HUNTLEY	CITY OF MCHENRY	MCHENRY TOWNSHIP	PRAIRIE GROVE	WOODSTOCK
	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT
BASE BID: CRACK SEALANT FOR ASPHALT PAVEMENT	83,000	6,000	26,000	120,000	145,000	47,500	16,000	133,000
BASE BID: CRACK SEALANT FOR ASPHALT PAVEMENT	83,000	6,000	26,000	120,000	145,000	47,500	16,000	133,000



## Using BidSync

BidSync is a comprehensive system that Public Agencies use to organize, automate and manage their entire procurement processes. Vendors also implement the BidSync system to improve efficiency and productivity in response to Public Agency requests for bids and proposals. The following are just a few of the features that benefit Vendors:

1. BidSync reduces the time and effort required by Vendors to submit bids and proposal by over 90%.
2. Every time Vendors log on to BidSync, they are automatically provided a list of all current bid requests for products or services in their category and narrowed to the geographical area selected by Vendors.
3. BidSync automatically notifies Vendors via email whenever a Public Agency requests a bid or proposal for products or services, or makes a change in a previously sent request for a bid or proposal.
4. BidSync provides Vendors with the ability to easily submit multiple bids when they carry more than one product that satisfies bid specifications.
5. BidSync provides Vendors with the ability to provide additional information on bids when doing so helps clarify their bid or proposal.
6. BidSync provides Vendors with the ability to attach photos, descriptive material etc to most bids.
7. BidSync significantly reduces errors.
8. Submittals of bids via BidSync are instant.
9. Even though the capabilities incorporated into BidSync are extensive and sophisticated, using BidSync is simple and easy.
10. BidSync provides free support during business hours (6AM-6PM MST Monday-Friday) which can be reached at 1-800-990-9339 or [support@bidsync.com](mailto:support@bidsync.com) and has a support portal website which can be accessed 24/7 which includes how to articles and webinars ([support.bidsync.com](http://support.bidsync.com))

## Using the BidSync System

### Support

When using the BidSync system, remember to refer to the "Support" link for quick answers to questions, terminology descriptions and for access to our Terms and Conditions.

### Registration

Registration on our site is **free**. You must be registered to place a bid on any government request for procurement. To register go to [www.bidsync.com](http://www.bidsync.com), and click the "Register Now" button which takes you through a short registration process. You will choose a username and a password which is case sensitive. You will also define your categories of interest, which we call classifications. These classifications tell us which type of bids you are interested in. Our system notifies you of bids in your preferred classifications. This information can be modified at any time. Once you register, your account must be activated by one of our staff. We will notify you of the site at that time. Once you have registered, you may sign in using your ID and password.

### Bid Opportunities



This part of our site has two sections, Bids matching my settings which displays all bids that are live on the site that match your classification and region selections and New search which allows you to search all the bids on the site both live and closed via keyword, bid numbers, and filters, The Agency In Network Bids section which houses contracted agency's bids is broken into seven sections.

1. **Links bids:** This tab is a list of bids posted by contracted agencies such as the City of Crystal Lake which excluding the State of Louisiana and The City of Grand Prairie Texas will be free for you to access.
2. **Addendums:** This is a list of bids you have expressed interest in which have recently had an addendum posted to them.
3. **Changes:** This is a list of bids you have expressed interest in which have recently had a change posted to them.
4. **My Bids:** This is a list of all the bids which you have selects to add to your "My Bids" section from the main bid page.
5. **About to end:** This is a list of bids which you have expressed interest in which will be closing within the next 24 hours.
6. **Invited Bids:** This is a list of bids which agencies have personally invited you to.
7. **Bids with Offers:** This is a list of bids which are currently open that you have placed an offer on.

To place a bid you will need to accept and view all the documents located within the document tab of the bid and proceed to the place offer screen by clicking the "Place Offer" button located at the bottom of the bid. On this screen you will be able to upload any requested documentation and enter any requested pricing, for an in detail review of the process please view the Placing an Offer Webinar located on the BidSync Support Portal.

### **Bid Bonds**

On select bids you will be required to import a bid bond on the Place Offer Screen, while it is recommended you user Surety 2000 for the easiest and most secure process you can also go through other bid bond companies as long as they are approved by the Agency in question.

- **Surety 2000:**
  1. When going through Surety 2000 for your bid bond you will be asked to provide them the **exact** spelling and punctuation of the bid # and your supplier identifier which can be located on the "Details" tab of the bid by clicking on the "See bid bond information" hyper link.
  2. Once Surety 2000 has been provided with this information they will provide you with a bid bond number, you will be asked to enter this number when you follow the Import Bid Bond link located at the bottom of the place offer screen. The number must be entered exactly or it will fail.
- **Other Agency approved Bid Bond companies**
  1. When going through another Bid Bond company first check with the agency to make sure the companies Bond would be accepted.
  2. Once you have been provided with a document from the third party bid bond company you will upload it using the "Upload Attachment Link"
  3. Make sure to include in your notes for buyer that you have uploaded your bid bond as a precaution that they are not missed.

### **Navigation Bar**

Located at the top of the screen is a blue navigation bar which allows you to easily navigate the section of the BidSync website.

1. **Home:** This selection will take you to the screen you view when you first login to bidsync where you will be presented with the various BidSync Products such as Bid Opportunities and Spend Analytics and will provide you with a profile status/health bar which will walk you through making sure your account is fine tuned to receive the most relevant bidding opportunities available.
2. **My Account:** This selection will take you to your account setting where you can view your past messages, company profile and your accounts admin settings.

3. **Orders:** This section will allow you to search Orders and Contracts related to your account that are tied to agencies which use these features on BidSync, not all agency's use this section of the site.
4. **Agency List:** This section of the account provides you with a Map of the USA and when selecting a state will display the number of agencies in each state.
5. **Admin:** This section takes you through the administrative options and settings your BidSync account, for a detailed walkthrough of this section please view the Admin Walkthrough Webinar located on the BidSync Support Portal.
6. **Support:** This option will take you to the BidSync Support portal where you can view support articles, webinars, and submit questions to the BidSync support team.

### **Charges**

There is no fee to register or use our site. All notifications of bid opportunities are also free to you. There are no fees whatsoever for bids relative to The City of Crystal Lake. However, to access the Links Plus bids listed on the BidSync Site or other BidSync products such as Spend Analytics listed on your home page would include charges. Once again, all bids listed by the City of Crystal Lake will be 100% free to access.

**Labor and Material Payment Bond**

Labor and Material Payment Bonds ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the City of Crystal Lake, will be required to submit to the City a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

## Maintenance Guarantee and Bond

Maintenance bonds are used when the City wants a warranty period beyond one year. The Vendor shall guarantee the work against defective workmanship or material for two years after the date of completion of the work and approval by the City unless otherwise mentioned in the specifications. If at any time during the two-year guarantee period the work is found to be defective, then the Contractor will promptly repair, replace, or otherwise fix (collectively "*repair*") the work and any work affected by the defect or the repair. If the Contractor fails to undertake or complete the repair promptly and properly, then the City may undertake the repair in any manner the City reasonable determines is best and charge the entire costs and expenses of the repair, including without limitation administrative costs and legal fees, to the Contractor. In that case, the City immediately draw on the bond to recover its costs and expenses.

The Contractor must submit to the City of Crystal Lake upon completion of the work and approval by the City, and prior to final payment, a surety bond or letter of credit in a form provided or approved by the City in the sum equal to five percent of the final approved Engineer's Pay Estimate. The Guarantee Bond or Guarantee Letter of Credit shall insure the guarantee, the Contractor's duty to repair defective work in the manner stated in this Section, and all costs incurred by the City if the City undertakes the repair. The Contractor is solely responsible for the cost of the Guarantee Bond or Guarantee Letter of Credit

## Performance Bond

Performance bonds guarantee to the City that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the City of Crystal Lake, will be required to submit to the City a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

Letter of Credit - required content: Any letter of credit (herein after LC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content.

The LC must be irrevocable, made in favor of the City of Crystal Lake (City), and for the account of the Bidder (Applicant). The aggregate amount of the LC must be at least 100% of the awarded contract amount. The bank issuing the LC must be acceptable to the City of Crystal Lake. The expiration date of the LC must extend at least one (1) year beyond the anticipated completion date of the project, and will be extended at the expense of the Bidder if need be. The LC must provide for partial drawings. Drawing(s) are to be made when the City of Crystal Lake presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the LC number and stating the amount of funds to be drawn against the LC and also containing the following declaration: "I hereby certify that the applicant has not performed as required by the contract established between the applicant and the City of Crystal Lake." Payment(s) against the LC will be made by the issuing bank upon presentation of this letter.

**Prevailing Wage**

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.

**Waiver of Lien: A Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.**



**CITY OF CRYSTAL LAKE  
GENERAL TERMS AND CONDITIONS  
INVITATION TO BID (ITB) INSTRUCTIONS TO BIDDERS**

BY SUBMITTING A RESPONSE, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

**DESCRIPTION OF THE CITY OF CRYSTAL LAKE**

The City of Crystal Lake is a home rule community incorporated in 1914 under the laws of the State of Illinois. The City has a population of 40,743. The City of Crystal Lake operates under a Council-Manager form of government. The City Council consists of a Mayor and 6 council members. Additional information about the City of Crystal Lake is available on the City's website at [www.crystallake.org](http://www.crystallake.org). The City's fiscal year begins on May 1<sup>st</sup>.

**DOCUMENT DISTRIBUTION**

The City of Crystal Lake Procurement Services and its service provider BidSync are the only authorized sources of bid forms. Bid forms are available on the City's website ([www.crystallake.org](http://www.crystallake.org)). Bid forms obtained from any other source may be an incomplete set of documents. Bidders using bid forms obtained from one of these sources are advised to visit the City's website and register to receive information through BidSync to obtain a complete set of bid documents and to enable receipt of necessary addenda.

**CONTACT WITH CITY**

Any attempt to directly contact and influence any City Council member or City advisory committee member associated with this solicitation after receipt of this request for bids, and prior to the final selection decision as evidenced by a fully mutually executed agreement with the final selected firm will be grounds for disqualification.

**RECEIVING OF BIDS**

Bids received prior to the time of opening will be securely kept, unopened. The Purchasing Officer, whose duty it is to open the bids, will decide when the specified time has arrived, and no-bid received thereafter will be considered. No responsibility will be attached to the Purchasing Officer, or his designee, or the City for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

**ITB PROCESS**

**BID FORMS**

Bids must be accompanied by a fully executed Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the Bidder, properly signed in the appropriate places, and submitted in a sealed envelope to the Finance Department, or electronically through BidSync.

**SUBMISSION OF BIDS**

All Bids submitted must be received by Purchasing Administration before the time and date specified for receipt of the bid. Unless explicitly stated otherwise on this bid, the City does not have a preference between paper submittals to the Finance Department and electronic submittal through BidSync.

When mailing or hand delivering the bid forms, the envelope must be addressed as follows:

ATTN: PURCHASING ADMINISTRATION  
Finance Department, City of Crystal Lake  
100 W. Woodstock Street  
Crystal Lake, IL 60014

All Bids must be delivered to Purchasing Administration or electronically through BidSync prior to the bid opening date and time. Paper bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the lower left corner and shall be marked in the following format:

***"[ITB Title] (Year)"***  
***Attn: Purchasing Administration, Finance Department"***

The Purchasing Officer, or his designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Purchasing Division). Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.

#### **ADDENDUM**

Bidder shall acknowledge the receipt of any addendum interpreting the specifications on the bid form.

#### **SAMPLES**

Samples or drawings requested shall be delivered free of charge with the bid. Rejected samples shall be removed by the Bidder at his own expense after receipt of same. Accepted samples will be retained during the life of the contract.

#### **NO RESPONSE**

In the event you cannot submit a bid, please return the bid with an explanation as to why you are unable to propose and mark it "NO RESPONSE".

#### **QUESTIONS**

All questions concerning the ITB shall be submitted to the Purchasing Division through BidSync. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division through BidSync in writing at least five working days prior to date of receipt so that the Purchasing Division can issue a written response to all bidders of record in the event of an addendum. Whenever the answer to a question is contained in the documents, the bidder shall be directed to the provision in the specifications which responds to the question.

#### **ALTERNATE BIDS**

The bid specifications may not state that an alternate bid is permissible, but each bidder is encouraged to do so.

#### **ALTERNATE BIDS, SOLICITED**

In soliciting alternate bids, the City is drawing upon the bidder's expertise and knowledge within the scope and/or context of the service sought.

#### **BIDS BINDING FOR 120 DAYS**

Unless otherwise specified in the specifications, all formal ITB submitted shall be binding for one hundred & twenty (120) calendar days following date of receipt.

#### **AWARDING THE BID**

#### **CRITERIA FOR AWARDING AND RESERVATION OF RIGHTS**



The contract will be awarded to the responsible, responsive bidder, or any other bidder determined by the City Council to be in the best interest of the City, who meets or exceeds the criteria, provisions sought by the requesting department. The City reserves the right to reject any or all bids or to waive any details in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the ITB of a bidder who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications will be considered by the City.

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- (i) bidder 's record of experience in this field of endeavor; and, the size and scope required in the bid's specifications;
- (j) Cost.

#### **BIDDER INTERVIEW/PRESENTATION**

The City reserves the right to request interviews/presentations from bidder s who submit bids determined capable of being selected for award. If required, interviews/presentations shall be given at Crystal Lake's municipal offices. Bidders submitting bids will be given fair and equal treatment with respect to the opportunity for discussion of revisions of bids. Discussions may be conducted with, and best and final offers obtained from, responsible bidders who submit bids which are determined to have the potential for being selected for award.

#### **VIABILITY ASSESSMENT**

The City, or any third party authorized by the City, may perform such security, probity and financial assessments as the City may determine are necessary in relation to any bidder/proposer, its employees, officers, partners, associates, subcontractors or related entities. Bidders/proposers may be required to provide access to records requested by the City or its third party representatives in order to facilitate the necessary

assessments. The purpose of the assessment is to evaluate the risk that, over the life of a proposed contract, a bidder/proposer may not be able to deliver the goods and/or services which are specified in the contract, and/or may not be able to fulfill guarantees or warranties provided for in the contract.

#### **NOTICE OF AWARD**

The City intends to accept in writing one of the bids, within one hundred & twenty (120) days from the date of receipt, or the time specified within the specifications, unless the awardee extends the time of acceptance to the City. Notice of Award will be mailed to all bidders of record within the time for acceptance specified in the Invitation to Bid.

#### **EXECUTION OF CONTRACT**

The individual, firm or corporation to whom or to which a contract has been awarded shall execute a contract and return it to the City within ten (10) days after receiving it in the mail from the City. The City intends to utilize a contract document similar to the attached sample contract. The submittal form, as submitted and signed by the company, shall constitute a final agreement and the bid specifications contained herein shall become part of the agreement. Any additional work to be performed, as mutually agreed upon by the City and the company, shall become a part of that agreement. Unless it is specifically stated otherwise, the contract will be awarded to, or placed with, and payment made to the person or company that signs the Bid/Request for Proposal. Failure to comply with any of the requirements of these specifications and contract, or failure to give satisfactory security in a sum equal to the full amount of the contract price, or failure to execute a contract within (10) days as specified, shall be a just cause for annulment of the award, or of the Contract if executed, and in the event of the annulment of the award or the Contract, it is understood by the Bidder/Proposer that the amount of guarantee deposited with the proposal shall become the property of the City and shall be retained not as a penalty, but as liquidated damages.

#### **DRAWINGS AND DOCUMENTS**

Any drawings and other documents required to be prepared by the bidder as part of their bids and/or made pursuant to any resulting contract for the Solicitation shall be the property of the City.

All documents, including without limitation, drawings, specifications, and computer software prepared pursuant to any resulting Agreement are instruments of service with respect to the Solicitation.\

Such documents are not intended or represented to be suitable for reuse by the City or others for expansions of the Solicitation or for any other project.

#### **SUCCESSORS AND ASSIGNS**

Any resulting agreement will require as follows:

The City and the Vendor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the City nor the Vendor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Vendor.

#### **FORCE MAJEURE**

Any resulting agreement will require as follows:

Neither the Vendor nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

#### **AMENDMENTS AND MODIFICATIONS**

Any resulting agreement will require as follows:

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the City and the authorized representative of the Vendor.

**STANDARD OF CARE**

Any resulting agreement will require as follows:

The Vendor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Vendor's fulfillment of the scope of work in accordance with accepted professional planning and/or engineering standards.

**LAWS GOVERNING**

Any resulting agreement will require as follows:

This contract shall be governed by the laws of the State of Illinois. Venue for any action related to this agreement shall be in the Circuit Court for the 22<sup>nd</sup> Judicial Circuit, McHenry County, Illinois.

**RIGHT TO AUDIT CLAUSE**

Any resulting agreement will require as follows:

**RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS:**

The Vendor shall cooperate with the City and provide the City, when requested, with access to data, information and documentation pertaining to the work. City requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, Vendors hired by the City or other parties, which in the City's opinion, require the information.

Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier BIDS for both successful and unsuccessful bidders; all project related correspondence; sub-vendor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Vendor will provide the City with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Vendor shall retain and preserve all information relating to the work for a period of at least four (4) years from the date of the completion of the work.

The City will have the right to audit any records necessary to permit evaluation and verification of Vendor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The City will have the right to interview any of the Vendor's current and former employees, as related to this contract, during the audit.

The Vendor will provide the City with adequate and appropriate workspace, with access to photocopy machines, during the audit.

The Vendor will include in its subcontracts a provision granting the City the right of audit provisions against sub-vendors as contained in this article.

**ILLINOIS FREEDOM OF INFORMATION ACT:**

**Cooperation with disclosure under the Illinois Freedom of Information Act.** The Illinois Freedom of Information Act ("FOIA" or "Act") (5 ILCS 140/1, *et seq.*), provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a FOIA request that calls for records within the Vendor's control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Vendor shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, are applicable.

**Information that may be exempt from disclosure under FOIA.** The underlying principle of FOIA is that public records should be available to the public. However, there are many exemptions under FOIA which permit specific information to be withheld from disclosure for certain reasons. (*See* 5 ILCS 140/7 and 7.5).

If the City receives a FOIA request which calls for production if any or all of the materials you have submitted in response to the City's request for bid, the City will consider whether any of the exemptions are applicable. To assist us in that regard please review and comply with the following:

- a. **Trade Secret/Proprietary information/(7(1)(g)).** You may seek to have information submitted by it to the City withheld from disclosure to third parties *to the extent* that such information constitutes trade secrets or commercial or financial information that is proprietary, privileged or confidential, the disclosure of which would cause competitive harm to a person or business. Please clearly indicate, with specificity, any portions of your bid that you believe fall within this exemption.

Note: Please be careful to designate *only* those sections of your submittal that you believe, in good faith, fall within this exemption. If entire documents or submittals are designated as exempt, the City may determine that you have not complied with this direction and may not respect your claim for the exemption.

- b. **Security measures/7(1)(v)).** You should clearly designate, with specificity, any portions of its submittal which falls within the following exception:

Vulnerability assessments, security measures and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public.

\*Information exempt under this item may include, such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communications systems or protocols, or to tactical operations. (\*Note: The examples provided above are *not* exclusive.

- c. **Maps/Locations/(7(1)(x)).** You should clearly designate, with specificity, any portions of its submittal which falls within the following:

Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

In light of this standard, please note with a **red P** in the upper right hand corner of only those pages containing information that you are seriously requesting to be considered as Confidential and Proprietary and a **red S** in the upper right hand corner of only those pages containing information that you are seriously requesting be considered to contain Security Related information, thereby meeting the applicable exemption criteria of the Illinois Freedom of Information Act ([www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=85&ChapterID=2](http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=85&ChapterID=2)). You also must **highlight in yellow** the specific information you claim to be exempt on that page. The City will evaluate only appropriately marked pages and highlighted sections.

**SUBMITTALS THAT ARE GLOBALLY MARKED CONFIDENTIAL WILL BE CONSIDERED SUBJECT TO FULL DISCLOSURE UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT WITHOUT REDACTION.**

### **IDENMNITY/HOLD HARMLESS**

To the fullest extent permitted by law, the Vendor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Vendor, its employees, or sub-vendors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its agents or employees. The Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Vendor shall, at its own expense, satisfy and discharge the same.

The Vendor expressly understands and agrees that any performance bond or letter of credit, or insurance policies required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as herein provided.

The Vendor further agrees that to the extent that money is due the Vendor by virtue of this contract as shall be considered necessary in the judgment of the City, may be retained by the City to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the City.

### **REQUIRED INSURANCE**

When submitting a bid or bid, and/or agreeing to provide products and/or services to the City, the Vendor shall certify that he/she has all insurance coverages required by law, outlined below, or would normally be expected for the type of business. The Vendor shall procure and maintain, for the duration of the contract or agreement with the City, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with the performance of the work by the Vendor, his agents, representatives, employees or sub-vendors.

In addition, the Vendor or Vendor shall provide coverage at least as broad as:

**Insurance Services Office Commercial General Liability, with the City named as additional insured, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the City, CG2037 - Completed Operations.**

**Minimum Limits:** The Vendor shall maintain limits no less than the following, \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

**General Provisions:**

1. The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Vendor's work, including activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
2. The Vendor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Vendor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.
4. The Vendor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Vendor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the City.
6. All general liability coverages shall be provided on an occurrence policy form. Claims made general liability policies will not be accepted.

**Insurance Services Office Business Auto Liability Coverage**, form number CA 0001, Symbol 01 "Any Auto." **Minimum Limits:** The Vendor shall maintain limits no less than the following,

\$1,000,000 combined single limit per accident for bodily injury and property damage. (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)

**Workers' Compensation and Employers' Liability.** **Minimum Limits:** The Vendor shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident. **General Provisions:** The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed for the City of Crystal Lake by the Vendor.

#### **Applicable to All Coverages**

The policies are to contain, or be endorsed to contain, the following provisions:

- 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.
- **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to, and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- The specifications may require higher limits or additional types of insurance coverages than shown above and the Vendor will be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

**Verification of Coverage**

The Vendor or Vendor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit A), 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 forms provided by the City and are to be received and approved by the City before any work commences. The attached Additional Insured Endorsement (Exhibit B) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit B), such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request fully certified copies of the insurance policies and endorsements.

**Sub-vendors**

The Vendor shall include all sub-vendors as insureds under its policy or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all of the requirements stated herein.

**Assumption of Liability**

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

**Compliance with all Laws**

The Vendor shall 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 & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), 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. Also including the following:

**Equal Employment Opportunity** - During the performance of the contract and/or supplying of materials, equipment and supplies, the Vendor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

**Prevailing Wages** - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

**Substance Abuse Prevention** - In accordance with Section 15 of the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 265, before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

The Vendor or Vendor, if required by the City shall provide evidence of specific regulatory compliance

**Safety/Loss Prevention Program**

The City may request that the Vendor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the City. Evidence of completed employee safety training shall be provided if requested by the City.

**EXHIBIT A**

(EXAMPLE)

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>							<b>DATE (MM/DD/YYYY)</b> Completed	
<b>PRODUCER</b>  Fully Completed				<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>				
				<b>INSURERS AFFORDING COVERAGE</b>			<b>NAIC #</b>	
<b>INSURED</b>  Fully Completed				INSURER A: Name of Insurance Company			Completed	
				INSURER B: Name of Insurance Company			Completed	
				INSURER C: Name of Insurance Company			Completed	
				INSURER D: Name of Insurance Company			Completed	
				INSURER E: Name of Insurance Company			Completed	
<b>COVERAGES</b>								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	<b>GENERAL LIABILITY CG001</b>  COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNERS & CONT PROT ((IF REQUIRED))  GEN'L AGGREGATE LIMIT APPLIER PER: POLICY PROJECT LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000	
						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS-COMP/OP AGG	\$ 1,000,000	
A		<b>AUTOMOBILE LIABILITY CA001</b>  ANY AUTO CA001 ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000	
						BODILY INJURY (PER PERSON)	\$	
						BODILY INJURY (PER ACCIDENT)	\$	
						PROPERTY DAMAGE (PER ACCIDENT)	\$	
		<b>GARAGE LIABILITY</b>  ANY AUTO				AUTO ONLY-BA ACCIDENT	\$	
						OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
B	X	<b>EXCESS UMBRELLA LIABILITY</b> OCCUR CLAIMS MADE DEDUCTIBLE	Policy	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request	
						AGGREGATE	\$ per request	



	RETENTION \$	Number				
C	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATU- <input type="checkbox"/> OTHER	
					<b>TORY LIMITS</b>	
					E.L. EACH ACCIDENT	\$ 500,000
				E.L. DISEASE-EA EMPLOYEE	\$ 500,000	
					E.L. DIESEASE-POLICY LIMIT	\$ 500,000
	<b>OTHER</b> Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary and non-contributory.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
Additional Insured: Member, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,		
				SIGNATURE OF AUTHORIZED AGENT		

ACORD 25 (2001/08)

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- 1. Natural person
- 2. Corporation
- 3. Land Trust/Trustee
- 4. Trust/Trustee
- 5. Partnership
- 6. Joint Venture

C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% 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 propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
1.		
2.		
3.		
4.		

**IMPORTANT NOTE:** In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

**BID RIGGING AND BID ROTATING**

**Section 2:** That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;

- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**Acknowledgement (Type Name)**

**Section 3.** The undersigned further states that: (select **A or B and C**)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

**Section 4.** The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT**

**Section 5.** The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Crystal Lake, the employees will:
1. Abide by the terms of the statement; and
  2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
1. The dangers of drug abuse in the workplace;
  2. The aforementioned company's policy of maintaining a drug free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Crystal Lake and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Crystal Lake within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;

- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### **TAX COMPLIANCE**

**Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

**Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 9.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) 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.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section 11.** For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

**Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

**Section 13.** Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

### **THE AMERICANS WITH DISABILITIES ACT**

**Section 14.** The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

### **ILLINOIS PREVAILING WAGE**

**Section 15.** The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

### **EMPLOYEE SAFETY AND HEALTH**

**Section 16.** The undersigned shall comply with all applicable Laws and Regulations of any public having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

**CITY OF CRYSTAL LAKE VENDOR INFORMATION SHEET**

*The information below is required to complete your bid packet.*

*Type or Print Only*

**Purchase Order Mailing Information:**

*Name:*

*Address 1:*

*Address 2:*

*Address 3:*

*City:*

*State:*

*Zip Code:*

*Phone:*

*Fax:*

*Project Contact:*

***\*\*E-Mail\*\****

**Remittance Mailing Information:**

*Name:*

*Address 1:*

*Address 2:*

*Address 3:*

*City:*

*State:*

*Zip Code:*

*Phone:*

*Fax:*

***Fed Tax ID #:***

*Tax Type*

*Federal Tax*

*Social Security*

List of Subcontractors

Select this box if no subcontractors will be used.

If subcontractors will be used, please complete the following. If awarded the contract, the selected vendor must notify the City of any changes to the subcontractors list.

1.	Subcontractor Name	Service Provided
	Address	Contact Person
2.	Subcontractor Name	Service Provided
	Address	Contact Person
3.	Subcontractor Name	Service Provided
	Address	Contact Person
4.	Subcontractor Name	Service Provided
	Address	Contact Person
5.	Subcontractor Name	Service Provided
	Address	Contact Person
6.	Subcontractor Name	Service Provided
	Address	Contact Person
7.	Subcontractor Name	Service Provided
	Address	Contact Person
8.	Subcontractor Name	Service Provided
	Address	Contact Person

**REFERENCES**

List below other organizations (users of similar size and structure to Crystal Lake preferred) for which these or other similar services have been provided:

Agency Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
 Address \_\_\_\_\_



City, State, Zip Code  
Telephone Number  
Contact Person  
Email Address  
Dates of Service

, ,

Agency Name  
Address  
City, State, Zip Code  
Telephone Number  
Contact Person  
Email Address  
Dates of Service

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Agency Name  
Address  
City, State, Zip Code  
Telephone Number  
Contact Person  
Email Address  
Dates of Service

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Agency Name  
Address  
City, State, Zip Code  
Telephone Number  
Contact Person  
Email Address  
Dates of Service

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## Question and Answers for Bid #2203-003 - McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid

### Overall Bid Questions

There are no questions associated with this bid.

# 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

### OWNER:

(Name, legal status and address)

City of Crystal Lake  
100 W. Woodstock Street  
Crystal Lake, IL 60014

### 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 Suite 450  
Downers Grove, IL 60515

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

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

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

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

McHenry County Partnering Initiative - 2022 Crack Sealing Program Joint Bid

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 6th day of April, 2022

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

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

Patriot Pavement Maintenance

(Principal)

(Seal)

By:   
\_\_\_\_\_  
(Title)

Hudson Insurance Company

(Surety)

(Seal)

By:   
\_\_\_\_\_  
(Title) James I. Moore Attorney-in-Fact



STATE OF TEXAS

County of [illegible]

Know all men by these presents that [illegible]

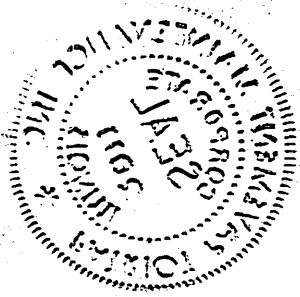
do hereby certify that [illegible]

is the true and correct copy of [illegible]

Witness my hand and seal of office this [illegible] day of [illegible] 19[illegible]

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State of Illinois

County of DuPage

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

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose

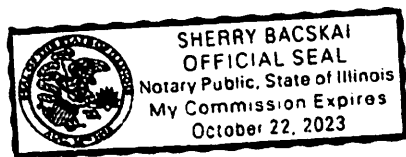
name is subscribed to the foregoing instrument, appeared before me this day in person, and

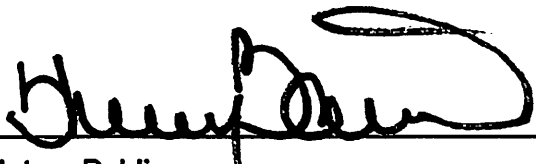
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

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 6th day of April, 2022.



  
\_\_\_\_\_  
Notary Public Sherry Bacskai  
My Commission expires: October 22, 2023



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

James I. Moore
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 Twenty Five Million Dollars (\$25,000,000.00).

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 authorized, on this 23rd day of August, 20 21 at New York, New York.



Attest: [Signature]
Dina Daskalakis
Corporate Secretary

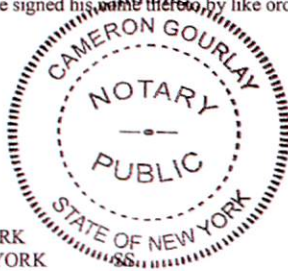
HUDSON INSURANCE COMPANY

By: [Signature]
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 23rd day of August, 20 21 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 hereon by like order.

(Notarial Seal)



[Signature]
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

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 RESOLVED, 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 6th day of April, 2022.



By: [Signature]
Dina Daskalakis, Corporate Secretary

**VILLAGE OF GILBERTS**

**RESOLUTION 26-2023**

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH PATRIOT PAVING FOR THE 2023 CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$16,000**

**WHEREAS**, the Village of Gilberts (“Village”) intends to continue a roadway crack sealing program as part of street maintenance operations; and

**WHEREAS**, funds were included in the FYE 12/31/2023 budget for a crack sealing program; and

**WHEREAS**, the Village participated in the McHenry County Joint Purchasing Cooperative for crack sealing, which let and awarded to Patriot Paving in 2022 and was renewed in 2023.

**THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS**, as follows:

**Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

**Section 2. Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Patriot Paving for the 2023 Crack Sealing Program in amount not to exceed \$16,000.

**Section 3. Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the portions of the work to be performed by Patriot Paving that were not included in the contract awarded through the McHenry County Joint Purchasing Cooperative, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

**Section 4. Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 19<sup>th</sup> day of September 2023.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

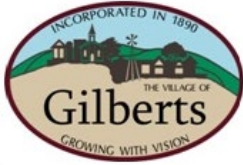
APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2023

\_\_\_\_\_  
Village President, Guy Zambetti

(SEAL)

ATTEST: \_\_\_\_\_  
Courtney Baker, Village Clerk





## *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)

**To:** President Zambetti & Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Wade Kretsinger, Public Works Director  
**Date:** September 19, 2023 Board Meeting  
**Re:** Item 6D: Purchase of a new 2023 Ford F-550 Dump Truck in a Not-to-Exceed Amount of \$90,000

---

### **Background:**

The Village's 5-year CIP contemplates a vehicle replacement program for the Public Works fleet. The current plan calls for the replacement of 4 older trucks over the next 5 years to modernize our fleet. For the FYE 12/31/2023 Budget a total of \$225,000 was allocated toward vehicle replacement, \$150,000 for the replacement of a 2008 F-550 and \$75,000 toward the vehicle replacement fund and a future year replacement.

### **Summary:**

Public Works originally focused on a F-750 as a replacement; however, due to the addition of an additional staff member and very limited inventory, Public Works is electing to replace the F-550 with another F-550. This will not adversely affect the fleet or snow operations in the winter. It will also provide a smaller and more efficient truck for everyday use by the additional Public Works laborer.

The Ford F550 comes with a dump body on it but no salt spreader or plow. Those will be added soon after the purchase at an estimated cost of approximately \$30,000 for a total cost of approximately \$120,000. Any remaining dollars will remain in the Capital Fund for Public Works to be use toward future equipment acquisitions/replacements. This truck will come out of the Capital Fund, account 12-00-5480 (Capital Equipment).

### **Conclusion:**

We recommend that the Village Board of Trustees authorize the purchase of a new 2023 Ford F-550 Dump Truck from Ewald Automotive Group in a not-to-exceed amount of \$90,000.



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | [chrissy.gensch@ewaldauto.com](mailto:chrissy.gensch@ewaldauto.com)

# Village of Gilberts

**Prepared For:** Wade Kretsinger

847-428-2861

[wkretsinger@villageofgilberts.com](mailto:wkretsinger@villageofgilberts.com)

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA





# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (  Complete )

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$53,750.00
Dest Charge	\$1,995.00
Total Options	\$41,952.00
<b>Subtotal</b>	<b>\$97,697.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$7,708.00)
<b>Subtotal Discount</b>	<b>(\$7,708.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$89,989.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$89,989.00</b>

### Comments:

Stock #G15251 2023 Ford F550 with Stainless Steel Dump Body and Toolbox to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA ( Complete )

## Standard Equipment

### Mechanical

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
- Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
- 4.88 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- HD 250 Amp Alternator
- Towing Equipment -inc: Brake Controller and Trailer Sway Control
- Trailer Wiring Harness
- 11140# Maximum Payload
- GVWR: 18,000 lbs Payload Package
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Firm Suspension
- Hydraulic Power-Assist Steering
- 40 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Dual Rear Wheels
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Upfitter Switches

### Exterior

- Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
- Tires: 225/70Rx19.5G BSW A/P (STD)

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (  Complete )

## Exterior

- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Fender Flares
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Front Splash Guards
- Black Grille
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cab Clearance Lights
- Perimeter/Approach Lights

## Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
- 2 LCD Monitors In The Front

## Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- FordPass Connect 4G Mobile Hotspot Internet Access

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA ( Complete )

## Interior

- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA ( Complete )

## Safety-Mechanical

Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Pre-Collision Assist with Automatic Emergency Braking (AEB)

Lane Departure Warning

Collision Mitigation-Front

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (  Complete )

## Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F5H	2023 Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA	\$53,750.00

COLORS	
CODE	DESCRIPTION
Z1	Oxford White

ENGINE		
CODE	DESCRIPTION	MSRP
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 4.10 Axle Ratio, 250 Amp Alternator	\$9,995.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)	\$0.00

OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
660A	Order Code 660A	\$0.00

AXLE RATIO		
CODE	DESCRIPTION	MSRP
X4L	Limited Slip w/4.30 Axle Ratio	\$395.00

TIRES		
CODE	DESCRIPTION	MSRP
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH	\$215.00

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (  Complete )

## PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

## SEAT TYPE

CODE	DESCRIPTION	MSRP
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$100.00

## ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
96V	XL Chrome Package -inc: Halogen Fog Lamps, Bright Grille, Remote Start, Chrome Front Bumper	\$225.00

## ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
41H	Engine Block Heater	\$100.00
535	High Capacity Trailer Tow Package -inc: trailer brake wiring kit and upgraded rear axle, Increases GCW from 32,500 lbs, to 40,000 lbs, Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, See Supplemental Reference for vehicle height consideration	\$580.00
67A	350 Amp Dual Alternators -inc: 190 Amp + 160 Amp	\$0.00
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer	\$285.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$320.00
51D	Spare Tire & Wheel Delete *CREDIT*	(\$85.00)
61J	6-Ton Hydraulic Jack	\$0.00

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA ( Complete )

### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
18Y	Ford Pro Upfit Integration System Removal *CREDIT*	(\$400.00)
43C	120V/400W Outlet	\$175.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00

### CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	HAS 9' MONROE STAINLESS STEEL DUMP BODY INSTALLED WITH UNDERBODY TOOLBOX	\$28,477.00
<b>Options Total</b>		<b>\$41,952.00</b>

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA ( Complete )

## Price Summary

### PRICE SUMMARY

	<b>MSRP</b>
Base Price	\$53,750.00
Total Options	\$41,952.00
Vehicle Subtotal	\$95,702.00
Destination Charge	\$1,995.00
<b>Grand Total</b>	<b>\$97,697.00</b>

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Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.

**VILLAGE OF GILBERTS**

**RESOLUTION 27-2023**

**A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH EWALD AUTOMOTIVE GROUP FOR THE PURCHASE OF A 2023 F-550 IN AN AMOUNT NOT TO EXCEED \$90,000**

**WHEREAS**, the Village of Gilberts (“Village”) has a Public Works Department that performs general maintenance operations, including snowplowing throughout the Village; and

**WHEREAS**, the Village has begun a multi-year program to replace the aging Public Works vehicle fleet for general maintenance and snow plowing operations; and

**WHEREAS**, adequate funds were included in the FYE 12/31/2023 Budget for the purchase of a new F-550/750; and

**WHEREAS**, due to present volatility in the vehicle market and delayed production timelines the Village had limited purchasing options,

**WHEREAS**, the Village has determined that purchasing a 2023 F-550 from Ewald Automotive Group in an amount not to exceed \$90,000 will meet the Village’s operational needs and is in the best interest of the public health, safety, and welfare.

**THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS**, as follows:

**Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

**Section 2. Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Ewald Automotive Group for the purchase of 2023 F-550 in an amount not to exceed \$90,000.

**Section 3. Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the agreements with Ewald Automotive Group for the purchase of the F-550, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

**Section 4. Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 19<sup>th</sup> day of September, 2023.

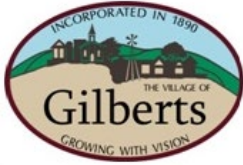
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk



## *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)

**To:** President Zambetti & Board of Trustees  
**Cc:** Brian Bourdeau, Village Administrator  
**From:** Wade Kretsinger, Public Works Director  
**Date:** September 19, 2023 Board Meeting  
**Re:** Item 6E: Approve an Agreement with Bartlett Tree Experts for Fall 2023 Tree Trimming and Removal in a Not-to- Exceed Amount of \$11,500

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### **Background:**

As the Village of Gilberts grows, so do the trees located in the parkways. The trees that were planted in the parkways of Timber Trails/Timber Glen, Woodland Meadows and Gilberts Town Center have matured over the years and will require more trimming going forward. We continue to receive calls about trees that need to be trimmed weekly.

### **Summary:**

A tree trimming and removal contract will have professional arborist trimming the trees back away from the road for plow/garbage trucks as well as the sidewalks for residents walking. A project like this would take the Public Works Department weeks to complete and take us away from other projects. This would also allow us to utilize this contract for tree removal as well. As trees grow and mature, so does the risk and liability associated with cutting down a tree. Our department can handle smaller tree trimming when needed, this has just become a larger scale project with a sense of urgency.

The focus of the current fall trimming program will be the Timber Trails/Timber Glen, Woodland Meadows, and Gilberts Town Center subdivisions. The Village has previously worked with Bartlett Tree Experts for the removal program and found their work to be satisfactory. Going forward, the Village is planning to continue with a contractor to assist with tree trimming and including monies in future budgets to continue addressing tree trimming maintenance throughout town as our tree canopy continues to mature.

### **Conclusion:**

We recommend that the Village Board of Trustees authorize the Village to enter a contract with Bartlett Tree Experts for tree trimming and removal in a not-to-exceed amount of \$11,500.



Client: 9403884

Printed on: 8/31/2023

Village of Gilberts  
 Attn: Tanya Fischer  
 87 Galligan Rd  
 Gilberts, IL 60136  
 Business: 847-428-2861 ext 301  
 E-Mail Address: tfischer@villageofgilberts.com

Bartlett Tree Experts  
 Brent Lundstrom - Representative  
 22272 N. Pepper Road  
 Unit D  
 Lake Barrington, IL 60010  
 Business: 1-847-382-3111  
 Fax Number: 1-847-382-8111  
 E-Mail Address: blundstrom@bartlett.com  
 Mobile Phone: (224)223-3496

**NOTICE TO CLIENT:**

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

**EXECUTIVE SUMMARY:**

Group	Recommendation	Number of Trees	Amount
Fall	Natural Pruning	1	\$10,000.00
	Removal	1	\$650.00
	Removal	1	\$850.00
	TOTAL FOR 'Fall'	3	\$11,500.00

**Fall: Tree and Shrub Work**

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**Natural Pruning**

Species	Location
Various trees	parkways

**Goals:**

- Improve appearance
- Reduce risk of branch failure
- Improve overall general health
- Reduce likelihood of storm damage
- Reduce density
- Improve light and air penetration through crown

- Provide 8-9' of clearance to sidewalks and driveways
- provide 12-14' of clearance to roadways
- clear from traffic signs and streetlights by 3-5'

Specifications:

- Reduce and/or remove approximately 10 to 25 live, infested, rubbing, interfering branches per tree, 1-3 inch diameter cut(s), entire canopy
- Remove all dead, broken branches, 1-5 inch diameter cut(s), entire canopy
- Remove all debris

\* Arborist may use discretion with certain pruning cuts to accomplish the client's stated pruning goals

*Amount: \$10,000.00*

Removal

Remove the painted (4 - 10") Various Species located at the Parkway. Leave stump as close to grade as possible. Remove resulting debris.

*Amount: \$650.00*

Removal

Remove the painted (10 - 16") Various species located at the Parkway. Leave stump as close to grade as possible. Remove resulting debris.

*Amount: \$850.00*

*Total Amount: \$11,500.00*

**SCHEDULE OF WORK PROPOSED:**

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of .

**SCHEDULE OF PAYMENT:**

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of:           \$11,500.00



**NOTICE OF RIGHT TO CANCEL:**

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

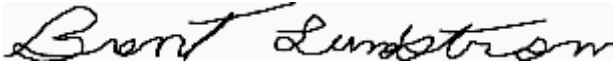
**ADDITIONAL TERMS AND CONDITIONS:**

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at (224)223-3496.

**OFFER:**

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

8/31/2023

Printed Name:

Brent Lundstrom

Client: 9403884

Printed on: 8/31/2023

**AUTHORIZATION TO PROCEED:**

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

**VILLAGE OF GILBERTS**

**RESOLUTION 28-2023**

**A RESOLUTION APPROVING AN AGREEMENT WITH BARTLETT TREE EXPERTS FOR FALL TREE PRUNING AND REMOVAL IN AN AMOUNT NOT-TO-EXCEED \$11,500**

**WHEREAS**, the Village of Gilberts (“Village”) maintains parkway trees throughout the Village and on Village property; and

**WHEREAS**, the Village has conducted an evaluation of certain parkway trees with a certified arborist; and

**WHEREAS**, the Village has determined that in order to improve appearance, reduce risk of branch failure and improve the overall health of maturing trees; and

**WHEREAS**, the Village seeking to prune or remove trees prior to them becoming a hazard.

**THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS**, as follows:

**Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

**Section 2. Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute the necessary documents to facilitate the agreement with Bartlett Tree Experts for fall tree pruning and removal in an amount not to exceed \$11,500.

**Section 3. Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the agreement with Bartlett Tree Company such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

**Section 4. Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 19<sup>th</sup> day of September, 2023.

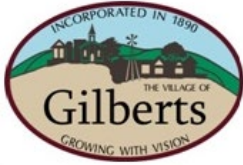
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk



## *Village of Gilberts*

Village Hall  
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**To:** President Zambetti & Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
**Date:** September 19, 2023 Village Board Meeting  
**Re:** Item 7.A – Discussion of 2024 Village Work Plan and Priorities

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### **Background:**

The Village continues to grow and evolve. The last several months have seen the foundation laid for continued growth in the community and service provision, namely through the work on the Comprehensive Plan.

To help in our continued growth and as mentioned previously with the Board, we would like to discuss the Village work plan/priorities for the coming year and get Board input and feedback. This will help guide our planning and budgeting for the upcoming 2024 Budget.