

VILLAGE OF GILBERTS

RESOLUTION NO. 33 -2017

A RESOLUTION AWARDING A CONTRACT FOR THE REROOF OF THE VILLAGE OF GILBERTS WATER PLANT BUILDINGS

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby awards a contract for the reroofing of the Village of Gilberts Water Plant Buildings to C3 Construction for the amount of \$32,477 and \$57 per deck replacement sheet and authorizes the Village President and Village Clerk to execute a Notice of Award and such documents as are necessary and convenient to effectuate the awarding of the contract.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 19th day of Sept., 2017.

| | <u>Ayes</u> | <u>Nays</u> | <u>Absent</u> | <u>Abstain</u> |
|-------------------------|-------------------------------------|--------------------------|-------------------------------------|--------------------------|
| Trustee Dan Corbett | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Trustee Nancy Farrell | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Trustee Louis Hacker | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Trustee Jeanne Allen | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Trustee Elissa Kojzarek | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Trustee Guy Zambetti | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| President Rick Zirk | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



APPROVED this 19th day of Sept., 2017

[Signature]
Village President Rick Zirk

ATTEST: *[Signature]*
Village Clerk, Debra Meadows

Published: Sept. 20, 2017



brian@UseC3.com
847-345-8118

1775 Nashville Lane
Crystal Lake, IL 60014

Name: Barancik Lift Station
Address: 201 Raymond Dr. Gilberts, IL

INSTALL PER SCOPE EXHIBIT A FROM REQUEST FOR PROPOSAL REROOF

| | |
|--|-------------------------|
| Removal and tear off of laminate shingles - Haul off and Dispose | Complete |
| Ice and Water Shield 6' above all eaves and 3' centered in all Valleys | Complete |
| Install Starter around entire perimeter – Prevent lift up at eaves and gables | Complete |
| Install 15 Lb felt Underlayment over remaining roof deck | Complete |
| Remove & Replace Ridge Vent | Complete |
| Certaiteed XT25 Color : TBD | Complete |
| Remove & Replace Existing Plumbing Flashings | Complete |
| Hip & Ridge Cap Remove & Replace | Complete |
| Permit Provided / Dumpster and Haul off | Complete |
| Waste Water Plant Main Building Total - | \$4,460.00 |
| Replace decking if necessary – Appears only one sheet will be necessary | \$35.00 each |
| Replace missing fascia south side | \$126.00 |
| Replacement of damaged plumbing vent assemblies | \$57.00 per Unit |



All material is guaranteed to be as specified. All installations to meet manufacturer specifications. All work to be completed in a workman like 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 the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. This proposal will be withdrawn by us if not accepted within 90 days.

C3 Construction Signature *Brian Bischoffer* Date 09/12/2017

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. By affixing signature to this proposal you give approval to C3 Construction to perform work and provide the materials as listed. Additions, deletions, or alterations shall be approved via an additional proposal form(s) or contract(s) hereafter. Invoicing shall be completed in a timely manner. Overdue accounts shall be assessed at 20% annual percentage rate starting 30 days after the invoice date. Should legal action be required for collection, you agree to pay C3 Construction for any legal costs and reasonable attorney fees incurred by C3 Construction.

Signature

Date

21 Sep 17

Color

Sanda L Wood



brian@UseC3.com
847-345-8118

1775 Nashville Lane
Crystal Lake, IL 60014

Name: Fresh Water Plant Main & Pump Room
Address: 320 Raymond Dr. Gilberts, IL

INSTALL PER SCOPE EXHIBIT A FROM REQUEST FOR PROPOSAL REROOF

| | |
|---|-------------------------|
| Removal and tear off of laminate shingles - Haul off and Dispose | Complete |
| Ice and Water Shield 6' above all eaves and 3' centered in all Valleys | Complete |
| Install Starter around entire perimeter – Prevent lift up at eaves and gables | Complete |
| Install 15 Lb felt Underlayment over remaining roof deck | Complete |
| Replace Ridge Vent | Complete |
| Install Certaineed XT25 Color: TBD | Complete |
| Remove & Replace Existing Plumbing Flashings WITH LIFETIME LEAD FLASHING | Complete |
| Hip & Ridge Cap Remove & Replace | Complete |
| Permit Provided / Dumpster and Haul off | Complete |
| Total - | \$13,280.00 |
| Replace decking if necessary – Appears only one sheet will be necessary | \$35.00 each |
| Replace missing Soffit | \$135.00 |
| Replace defective 6" gutter on upper south eave | \$4.75 per LF |
| Replacement of damage plumbing vent assemblies | \$57.00 per Unit |



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C3 Construction Signature *Brian Bischoffer* Date 09/12/2017

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Signature *[Handwritten Signature]* Date *21 Sep 17* Color *Sandalwood*



brian@UseC3.com
847-345-8118

1775 Nashville Lane
Crystal Lake, IL 60014

Name: Waste Water Main Building / Waste Water Treatment Auger Building
Address: 281 Raymond Dr. Gilberts, IL

INSTALL PER SCOPE EXHIBIT A FROM REQUEST FOR PROPOSAL REROOF

| | |
|---|-------------------------|
| Removal and tear off of laminate shingles - Haul off and Dispose | Complete |
| Ice and & Water Shield 6' above all eaves and 3' centered in all Valleys | Complete |
| Install Starter around entire perimeter – Prevent lift up at eaves and gables | Complete |
| Install 15 Lb felt Underlayment over remaining roof deck | Complete |
| Remove Replace Ridge Vent | Complete |
| Replace 2 Broan Exterior Vent Caps | Complete |
| Certaiteed XT25 Color : TBD | Complete |
| Remove & Replace Existing Plumbing Flashings WITH LIFETIME LEAD FLASHING | Complete |
| Hip & Ridge Cap Remove & Replace | Complete |
| Permit Provided / Dumpster and Haul off | Complete |
| Total - | \$14,705.00 |
| Replace decking if necessary – Appears only one sheet will be necessary | \$35.00 each |
| Replace missing 5" Gutter, Tie into existing Downspout – Auger Building | \$3.85 per LF |
| Replacement of damaged plumbing vent assemblies | \$57.00 per Unit |



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C3 Construction Signature *Brian Bischoffer* Date 09/12/2017

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Signature

Date

21/9/17

Color:

Sandelwood



Western Surety Company

PERFORMANCE BOND

Bond Number: 71953816

KNOW ALL PERSONS BY THESE PRESENTS, That we C3 Construction

of 1775 Nashville Lane, Crystal Lake, IL 60014, hereinafter

referred to as the Principal, and Western Surety Company,

as Surety, are held and firmly bound unto Village of Gilberts

of 73 Industrial Dr., Gilberts, IL 60136, hereinafter

referred to as the Obligee, in the sum of Thirty-Three Thousand Three Hundred Forty-Five and 00/100

Dollars (\$ 33,345.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 19th day of September, 2017, for Tearoff & Reroof, 201, 281, 320 Raymond Dr., Gilberts, IL 60136

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 19th day of September, 2017.

C3 Construction

(Principal)

By [Signature] (Seal)

Western Surety Company

(Surety)

By [Signature] (Seal)
MARIE S FINLEY Attorney-in-Fact





Western Surety Company

PAYMENT BOND

Bond Number: 71953816

KNOW ALL PERSONS BY THESE PRESENTS, That we C3 Construction
 _____ of
1775 Nashville Lane, Crystal Lake, IL 60014, hereinafter
 referred to as the Principal, and _____
Western Surety Company,
 as Surety, are held and firmly bound unto Village of Gilberts
 of 73 Industrial Dr., Gilberts, IL 60136, hereinafter
 referred to as the Oblige, in the sum of Thirty-Three Thousand Three Hundred Forty-Five and
00/100
 Dollars (\$33,345.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated 19th day of September,
2017, for Tearoff & Reroof, 201, 281, 320 Raymond Dr., Gilberts, IL 60136

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all
 persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all
 duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety
 being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it
 being understood, however, that if any limitation embodied in this bond is prohibited by any law
 controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to
 the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of
 the state in which the project, or any part thereof, is situated, or in the United States District Court for the
 district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith
 hereunder.

SIGNED, SEALED AND DATED this 19th day of September, 2017.

C3 Construction
 (Principal)

By _____
Western Surety Company
 (Surety)

By Marie S Finley (Seal)
 MARIE S FINLEY Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71953816

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MARIE S FINLEY

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: C3 Construction
Obligee: Village of Gilberts
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

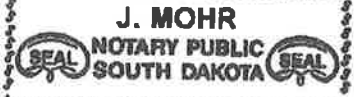
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 23, 2017, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 19th day of September, 2017.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 19th day of September, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of September, 2017.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.