

## SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

### **BIDDER SUMMARY SHEET**

Rebid #15-019 – Stellwagen Farmhouse Restoration: Phase 1 Exterior Foundation  
Project Name

Business Name: Nu-Con Construction Co

Contact Person Name & Title: Don Ely, P.E., President

Address (Street, City, State, Zip Code): 1032 N. Parkwood Ave, Park Ridge, IL 60068

Phone: (547) 292-6044 E-mail Address: don@nuconconstruction.com

### PRICE PROPOSAL

Item No.	Description	Price
1	Tilling and excavating foundation (including re-grading)	\$ <u>20,888.40</u>
2	Storm water drainage improvements	\$ <u>16,710.72</u>
3	Tuck pointing of the exterior foundation walls	\$ <u>17,996.16</u>
4	Repair and restoration work to the exterior basement access (cellar doors and hatch)	\$ <u>20,888.40</u>
5	Repair and restoration work to the basement window wells	\$ <u>10,444.20</u>
GRAND TOTAL BID PRICE (Sum of Items 1 + 2 + 3 + 4 + 5)		\$ <u>86,927.88</u>

### AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Donald A. Ely, Jr

Signature of Authorized Signee: Donald A. Ely, Jr

Title: President Date: 4/25/2016

## Bid Bond



# Document A310™ – 2010

**CONTRACTOR:**

(Name, legal status and address)

NU-CON CONSTRUCTION CO.  
1032 N. Parkwood Ave  
Park Ridge, IL 60068

Bid Bond No. OS00115

**SURETY:**

(Name, legal status and principal  
place of business)

Old Republic Surety Company  
235 N Executive Dr, Ste 270  
Brookfield, WI 53005

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.

**OWNER:**

(Name, legal status and address)

Village of Orland Park  
14700 S Ravinia Ave  
Orland Park, IL 60462

**BOND AMOUNT:** Ten Percent of the Bid Amount (10.00% of Bid Amount)

**PROJECT:**

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

Stellwagen Farmhouse Restoration: Phase 1 Exterior Foundation;  
Rebid #15-09

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 22nd day of April, 2016

(Witness)

(Witness) Karla K. Heffron

NU-CON CONSTRUCTION CO.

(Principal)

(Title)

Old Republic Surety Company

(Surety)

(Title) Robert Downey, Attorney-in-Fact

(Seal)

(Seal)



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, OF HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF  
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE  
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or  
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of APRIL, 2014.

Phyllis M. Johnson  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 4TH day of APRIL, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public  
My commission expires: 9/28/2014

### CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172



Signed and sealed at the City of Brookfield, WI this 22ND day of April, 2014

James E. Downey  
Assistant Secretary

J. RYAN BONDING, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

**Nu-Con Construction Co**  
**1032 N Parkwood Ave**  
**Park Ridge, IL 60068**

<u>Item No.</u>	<u>Description</u>	<u>Detail</u>	<u>Qty</u>	<u>Unit</u>	<u>\$/Unit</u>	<u>Total</u>	
1	Tiling and excavating foundation Including regrading	Labor	120	Hr	\$ 130.00	\$ 15,600.00	(3) person crew with equipment for (8) days excess dirt left on site.
	Subtotal					\$ 15,600.00	
	Contractor Contingency					\$ 1,872.00	
	OH & P					\$ 2,808.00	
	Bond					\$ 608.40	
	Total					\$ 20,888.40	
2	Storm water drainage improvements	Labor	96	Hr	\$ 130.00	\$ 12,480.00	With equipment
		Material	1	Lot	\$ 950.00	\$ 950.00	
	Subtotal					\$ 12,480.00	
	Contractor Contingency					\$ 1,497.60	
	OH & P					\$ 2,246.40	
	Bond					\$ 486.72	
	Total					\$ 16,710.72	
3	Tuckpointing of exterior foundation walls	Labor	96	Hr	\$ 140.00	\$ 13,440.00	With equipment and material
	Subtotal					\$ 13,440.00	
	Contractor Contingency					\$ 1,612.80	
	OH & P					\$ 2,419.20	
	Bond					\$ 524.16	
	Total					\$ 17,996.16	
4	Repair and restoration work to exterior basement access (cellar doors and hatch)	Labor	120	Hr	\$ 130.00	\$ 15,600.00	(3) person crew with equipment for (8) days excess dirt left on site.
		Material	1	Lot	\$ 1,350.00	\$ 1,350.00	
	Subtotal					\$ 15,600.00	
	Contractor Contingency					\$ 1,872.00	
	OH & P					\$ 2,808.00	
	Bond					\$ 608.40	
	Total					\$ 20,888.40	
5	Repair and restoration work to the basement window wells	Labor	60	Hr	\$ 130.00	\$ 7,800.00	(3) person crew with equipment for (8) days excess dirt left on site.
		Material	1	Lot	\$ 450.00	\$ 450.00	
	Subtotal					\$ 7,800.00	
	Contractor Contingency					\$ 936.00	
	OH & P					\$ 1,404.00	
	Bond					\$ 304.20	
	Total					\$ 10,444.20	
<b>Total</b>						\$ 86,927.88	

**AFFIDAVIT OF COMPLIANCE  
REBID #15-019**

Bidders shall complete this Affidavit of Compliance. Failure to comply with all requirements on this form may result in a determination that the Bidder is not responsible.

The undersigned Donald A. Ely Jr  
(Enter Name of Person Making Affidavit)

as President  
(Enter Title of Person Making Affidavit)

and on behalf of Nu-Con Construction Co  
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes ☒ No ☐

Federal Employer I.D. #: 45-0486916  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

- ☐ Sole Proprietor  
☐ Independent Contractor (Individual)  
☐ Partnership  
☐ LLC  
☒ Corporation

Illinois  
(State of Incorporation)

Aug 1, 2002  
(Date of Incorporation)

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes ☒ No ☐

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes ☒ No ☐

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

**4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes ☒ No ☐**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

**5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes ☒ No ☐**

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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 Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant

books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement 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 Agreement, the Bidder 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 Bidder 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.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 the Bidder 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 this agreement 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.

**6) PREVAILING WAGE COMPLIANCE:      Yes ☒    No ☐**

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

**7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:      Yes ☒ No ☐**

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Carpenters Union, Cement Mason Union

Brief Description of Program: We are a general contractor and regularly employ and will employ carpenters union and cement mason union people for this project. These programs are registered apprentice programs with U.S. Dept of Labor

8) **TAX COMPLIANT:** Yes ☒ No ☐

Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

Donald A. Ph. Jr.  
Signature of Authorized Officer

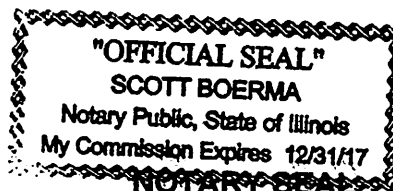
Donald A. Ph. Jr.  
Name of Authorized Officer

President  
Title

4/23/16  
Date

Subscribed and Sworn To  
Before Me This 23<sup>rd</sup> Day  
of APRIL, 2016.

[Signature]  
Notary Public Signature



## INSURANCE REQUIREMENTS REBID #15-019

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

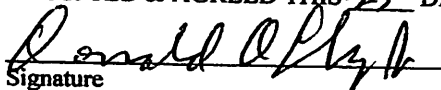
\$2,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 25 DAY OF April, 2016

  
Signature

Donald A. El, Jr.  
Printed Name & Title  
President

Authorized to execute agreements for:

Mu-Con Construction Co  
Name of Company

**REFERENCES**  
**REBID #15-019**

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: N. - Co. Construction Co  
(Enter Name of Business Organization)

1. ORGANIZATION Historic Methodist Camp Ground  
ADDRESS Des Plaines, IL  
PHONE NUMBER 630-299-0956  
CONTACT PERSON Karen Tate  
YEAR OF PROJECT Numerous
  
2. ORGANIZATION Lake County Housing Authority  
ADDRESS 33928 Highway 45, Graylake, IL  
PHONE NUMBER 847-417-4034  
CONTACT PERSON Ryan Brandes  
YEAR OF PROJECT Numerous On going
  
3. ORGANIZATION Methodist Church  
ADDRESS See Ltr attached  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_

# First United Methodist Church

418 Touhy Avenue • Park Ridge, Illinois 60068-4273  
Phone: 847-825-3144 • Fax: 847-825-3149

Mr. Don Ely  
Nu-Con Construction  
1580 N Northwest Hwy, Ste. 315  
Park Ridge, IL 60068

October 13, 2008

Dear Don,

The Lighthouse Team wishes to express its deepest appreciation to you for work you did in organizing and managing the Lighthouse renovation for our church. The project, which included multiple suppliers, was done on time and within budget. Work was performed in a highly professional manner and consideration given to every aspect of the church needs to continue operating during the course of construction.

Your willingness to work with us as part of the team, attend the weekly meetings and report on each meeting kept us informed and up to date. The exceptions to the proposed contract, because of unforeseen issues, were few and manageable. Our church has been transformed thanks to your help and dedication.

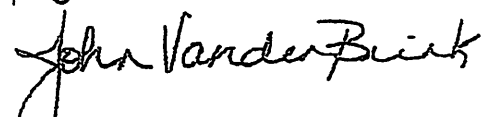
Please feel free to give our church as a reference for those who might be considering retaining your services in the future.



John Alan Boryk, Senior Pastor



Jennifer Sterling, Chair of Lighthouse Planning



John Vanden Brink, Co-Chair Lighthouse Fund



Gail Kellberg, Co-Chair of Lighthouse Fund



David Jungnickel, Associate Pastor



John Kerin, Chair of Trustees



John Morell, Lighthouse Project Mgr.

## **SECTION III: EXHIBITS**

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### **EXHIBIT A LOCAL VENDOR PURCHASING POLICY REBID #15-019**

The Village believes it is important to provide local vendors with opportunities to provide goods and services to Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	\$20,000

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARY JANE ALAGHEBAND (22683)  
1015 DAVIS ST  
EVANSTON, IL 60201-0000

CONTACT NAME: MARY JANE ALAGHEBAND  
PHONE (A/C No. Ext): 847-733-7956 FAX (A/C No): 847-733-7865  
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INSURED 4272208  
NU CON CONSTRUCTION COMPANYC/O DON ELY  
1032 N PARKWOOD AVE  
PARK RIDGE, IL 60068

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: COUNTRY Mutual Insurance Company 20990  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR: INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		AM9219974	3/23/2016	3/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AW9219975	1/11/2016	1/11/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

WORKERS COMPENSATION EXCLUSIONS:

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

## CERTIFICATE HOLDER

## CANCELLATION

LAKE COUNTY HOUSING AUTHORITY  
33928 N US HWY 45  
GRAYSLAKE, IL 60030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Douglas M. Bora*

VILLAGE OF ORLAND PARK, ILLINOIS



**ADDENDUM NO. 1**

**REBID #15-019 STELLWAGEN FARMHOUSE RESTORATION:  
PHASE 1 EXTERIOR FOUNDATION**

Date: Wednesday, April 13, 2016  
To: All Potential Bidders  
From: Village of Orland Park  
RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide responses to questions submitted for the above mentioned Project. All other provisions and requirements of the ITB shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

**The following are the Village's responses to questions submitted for this ITB:**

1. Question: Is there a known Septic field and Is it Operational?

***Village Response: Yes there is a known operational septic field. It is located to the east of the farmhouse building.***

2. Question: For exterior wall repairs what depth would the repairs go to? sub grade? 3 feet? to basement floor elevation?

***Village Response: The repointing and repair project is mainly concerned with the exposed and visible foundation. The parts of the foundation that become exposed due to regrading (i.e. for drainage) should be addressed by this project. Therefore, the excavation should be reasonable, and the repair work based on final grades. Specifics: excavate 12 inches below***

**window openings with 6 inches of pea gravel installed. At the basement entrance excavate minimum 2 feet out from walls to a depth 16 inches below the level of basement floor to accommodate repairs. After excavation, re-evaluate exposure and repoint/ seal as necessary on limestone, CMU and poured concrete foundation.**

3. Question: If there is excess dirt after regrading can this dirt be kept on site?

**Village Response: Yes. Excess dirt may be piled on site as determined by the Parks and Building Maintenance Department, which will monitor the project. Any stockpiling shall be seeded. Proper erosion control measures shall be required.**

4. Question: Drain tiles for gutter down spouts to be run to 108 th st ditch?

**Village Response: No. Drain tiles shall be directed southward away from the building toward the low points south of the farmstead and on the farm property.**

5. Question: Does the landscaping around the perimeter of the house need to be preserved or replaced?

**Village Response: No. Landscaping does not need to be preserved or replaced at this time. At a minimum, when work is complete, grass shall be planted to cover exposed dirt.**

6. Question: will seed and blanket be necessary where there is bare dirt?

**Village Response: Yes. See response to Question 5.**

7. Question: Is there a preferred method for repairing cracks in the poured concrete footing?

**Village Response: Typical crack repair for the poured concrete is acceptable. Sealants are an important part of maintenance of historic concrete structures. Elastomeric sealants may be used to seal cracks and joints to keep out moisture and reduce air infiltration. Where used for crack repairs, the finished appearance of the sealant application must be considered. Depending on the extent and final appearance, sand may be broadcast onto the surface of the sealant to help conceal the repair.**

8. Question: Is there a Preferred grout or Mortar to use for repairs to the Limestone wall?

**Village Response:** *The grout/mortar should be of historical mixture and application to the limestone portion of the foundation. It should match as close as possible. The profile of the grout/mortar application will have to be determined based on the current historic grout/mortar evident on the foundation wall or through historic pictures.*

9. Question: Window in the footing on the East wall was boarded up. Does this window need to be replaced or does the opening get filled with concrete?

**Village Response:** *No. This is a plumbing access port for the house's bathroom. No replacement or filling with concrete is necessary at this location.*

10. Question: Window in the footing on south side seems to be rusted and may not be repairable. Should this window be replaced if irreparable? and if so from what source?

**Village Response:** *Yes. If repair is not possible, the window and its constituent parts shall be replaced/ reconstructed according to the historic and original design to preserve the appearance. Salvaged materials from other locations may be necessary and appropriate.*

11. Question: Are there any permit requirements for this work and if so will that cost be paid for by the village?

**Village Response:** *Permits are required for this project; however projects undertaken by the Village do not pay permit fees. The contractor will be responsible for obtaining permits and being licensed and bonded to work in the Village of Orland Park.*

12. Question: Is there an estimated project cost for this project?

**Village Response:** *The Village does not release cost estimates while bids are in progress.*

13. Question: Are all items 1-5 under Exterior Foundation work to be included?

**Village Response:** *Yes, All items 1-5 are related to the exterior foundation work and are to be included.*

14. Question: The following needs to be clarified regarding Exterior Foundation items 1-5.

- a) Who will be responsible for landscaping restoration? If contractor please provide a landscaping plan.

**Village Response:** *Landscaping restoration requires that the disturbed area is to have black dirt and seeded with grass.*

- b) Please provide elevations required for new grade at foundations walls?

**Village Response:** *The contractor is responsible for establishing the new grade elevation. New grade elevation should begin a few inches below the window wells around the entirety of the limestone foundation. (NOTE: this is modified from earlier more general directions regarding re-grading around the entire building. Re-grading around the entire building is not necessary). The contractor must determine an elevation that has positive drainage away from the basement windows and is not more than 4 inches below the base of the window wells (use best judgement/ standard practice). All exposed foundation above the new grade must be restored to historic appearance.*

- c) Item 2 indicates grade to be lowered below basement window sills. This would require excavating several feet. Is the new grade to be lowered several feet?

**Village Response:** *No. Excavation may require digging two feet down in order to repair the foundation walls. But the excavation does not represent the new grades. Fill will be required. See the response to question/comment #2 above and d) below regarding the new grade.*

- d) If grade around house is lowered all entrances will be affected and existing stairs and porches will not longer have proper number of steps due to lowered level of grade. Please clarify.

**Village Response:** *The grade around the entire house does not need to be lowered. New grades are anticipated around the limestone portion of the foundation so that the window wells are properly exposed and restored. Re-grading is not necessary around the poured concrete or concrete masonry unit portions of the foundation.*

- e) Item 4 indicates full repointing. How far down the foundation are we to excavate below top of foundation so that foundation can be repointed. Is it the intent to excavate the entire foundation down to footing and repoint?

**Village Response:** *No. Excavation can be 2 feet below current grade. Limestone blocks that are in failure (i.e. crumbled, broken beyond repair) will be replaced. Re-pointing will be done within those 2 feet. The spalling of the foundation may have been repaired previously by the farmers. The objective is to restore the exposed foundation to historic profile. This means removing the old and sloppy mortar based spall filling and pointing etc. done by previous farmers and replace with limestone and historic pointing for the limestone foundation and crack filling for the concrete portions that are exposed (above grade). Tuckpointing below grade does not need to be historic profile. We want the foundation to be functional and true to its historic appearance.*

15. **Question:** Are all items 6-7 under Exterior Basement work to be included?

**Village Response:** *Yes. All items contained in 6-7 are related to the Exterior Basement Work and are to be included.?*

16. **Question:** The following needs to be clarified regarding Exterior Basement items 6-7.

- a) Item 6 indicates exterior access to basement must be restored. Please clarify exactly what the intent of this repair is to be. For bidding proposes the scope of work needs to be clarified.

**Village Response:** *The retaining wall to the basement entrance is in failure and broken. It needs to be removed and a new one poured. The flagstone steps descending to the basement entrance should be preserved if possible.*

- b) Item 7 indicates existing window wells to basement to be restored. Please clarify exactly what the intent of this repair is to be. For bidding proposes the scope of work needs to be clarified.

**Village Response:** *The frames are made of wood and have rotted. Salvage what materials can be salvaged in the repair of the window frames or install new wooden frame using the same wood material (for example, historic cedar should be replaced with cedar).*

- c) Item 7 indicates preservation of existing glass. Please clarify exactly what the intent of this repair is to be. For bidding proposes the scope of work needs to be clarified.

**Village Response:** *The window glass panes are original to the building. Clean and re-use. This may require, depending on the condition of the window frames, taking the historic glass panes and re-setting them into a new wood window frame. We are trying to save and preserve as much of the original building material as possible.*

17. **Question:** The bid proposal indicates to breakout pricing for tilling and excavation. Please specify what is to be included in this item.

**Village Response:** *The Tilling and excavating foundation (including re-grading) shall include all costs associated with the necessary work regarding the tilling of soil, excavating including any part of the foundation to facilitate the foundation restoration, and regrading for positive drainage away from the building. The cost shall include all material and labor to perform items 1-7 of the work description related to excavate 2 feet down to facilitate foundation restoration around the limestone foundation and excavate around the basement entry area to repair / replace the broken retaining wall.*

18. **Question:** The bid proposal indicates to breakout pricing for storm water improvements. Please specify what is to be included in this item.

**Village Response:** *The Storm water drainage improvements shall include all costs associated with the necessary work regarding re-grading to ensure positive drainage around the limestone portion of the foundation, to bury the downspout drains and extend/install underground piping to outlet into the yard spaces around the building.*

19. **Question:** The bid proposal indicates to breakout pricing for tuckpointing. Please specify what is to be included in this item.

**Village Response:** *The Tuck pointing of the exterior foundation walls shall include all costs associated with the necessary work to put a historic profile (i.e. bead) on the limestone portion of the foundation, typical tuck pointing for both above and below grade pointing where no historic profile exists, and to fix/fill the cracks on the concrete portions.*

20. The bid proposal indicates to breakout pricing for repair and restoration work to exterior basement access. Please specify what is to be included in this item.

**Village Response:** *The Repair and restoration work to the exterior basement access (cellar doors and hatch) shall include all costs associated with the necessary work to secure and restore the exterior access to the basement including stairs, walls, entry and cover hatch. This line item includes but is not limited to re-pouring a new retaining wall and dugout for the basement access.*

21. The bid proposal indicates to breakout pricing for repair and restoration work to basement window wells. Please specify what is to be included in this item.

**Village Response:** *The Repair and restoration work to the basement window wells shall include all costs associated with the necessary work to dig out, drain appropriately, restore/salvage/replace existing wooden frames whereas the preservation of the original glass and wood is preferred. This line item may include the cost to salvage the wooden frames, make new wooden window frames using the same wood material as the historic frames, and the cost to re-set those window panes in new wooden frames.*

22. How deep should we excavate?

**Village Response:** *The farmhouse was constructed in phases over many years. Consequently, there are three foundations on the building from three different time periods: the original limestone foundation, concrete masonry units and poured concrete. Around the original limestone foundation, excavation should be about two (2) feet deep below current grade to access and repair/restore the foundation accordingly. Excavation may not be necessary for the concrete masonry unit foundation. Deeper excavation will be required to repair and replace the storm hatch/ basement entry on the east elevation, which is made of poured concrete. Excavation around the foundation at the southeast corner of the farmhouse is not necessary. The foundation is in good condition there.*

23. What kind of drainage is needed for the downspouts?

**Village Response:** *The downspouts currently drain at the base of the building. Excavation work should include undergrounding downspout outlets away from the building.*

24. Is re-grading necessary?

**Village Response:** Yes. When repair and restoration work is complete, the grades around the farmhouse must enable positive drainage away from the building. The final grades will leave the foundation exposed (which is historically appropriate) such that the window wells on the north, west and south elevations are fully visible and not buried by dirt, debris or blocked by anything.

25. Will the landscaping be saved?

**Village Response:** No. Landscaping does not need to be saved. When the project is complete, the disturbed areas around the building should be seeded. An effort should be made to save the tree at the northwest corner of the farmhouse, however if it is necessary to remove it in order to repair the foundation or achieve appropriate grades, it may be removed without replacement. Cost for tree removal shall be included in Storm water drainage improvements.

26. Is the foundation behind the porch part of this project?

**Village Response:** The foundation behind the poured concrete porch on the south elevation is not part of this project. No foundation work shall be done along the edges covered by the south porch. A porch/ stoop on the west elevation, however, is not connected to the building and should be removed to repair/ restore the limestone foundation. The stoop should be placed in its original position when the job is complete.

27. There is a small box hatch at the base of the east elevation foundation. Should that be filled in, repaired/ restored?

**Village Response:** No. This is a plumbing hatch and should be left alone. No work is needed for that.

28. Where is the septic field?

**Village Response:** The septic field is located on the east side of the farmhouse. Contact the Parks Department for more details on the exact location of any underground infrastructure and tanks.

29. Is the apprenticeship program a requirement of the bid?

**Village Response:** *Yes, Bidders must participate in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.*

The question and answer period for this bid is closed. The bid submission deadline remains Monday, April 25, 2016 not later than 11:00 A.M.

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**Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.**

Addendum No. 1, dated Wednesday, April 13, 2016

*I read and hereby acknowledge this addendum as of the date shown below.*

Business Name: Nu - Gen Construction Co

Name of Authorized Signee: Donald A. Ely Jr

Signature of Authorized Signee: Donald A. Ely Jr

Title: President Date: 4/25/2016