

## **SECTION II: REQUIRED BID SUBMISSION DOCUMENTS**

### **BIDDER SUMMARY SHEET**

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

Business Name: Louder Enterprises, Inc.

Contact Person Name & Title: Brian Louder, President

Address (Street, City, State, Zip Code): 6700 Lorraine Drive, Countryside, Illinois, 60525

Phone: (708) 588-1250 E-mail Address: louderentinc@gmail.com

### **PRICE PROPOSAL**

| Item No.   | Description  | Price               |
|--|--|---------------------|
| 1  | Tilling and excavating foundation (including re-grading)                             | \$ <u>22,213.00</u> |
| 2  | Storm water drainage improvements  | \$ <u>3,600.00</u>  |
| 3  | Tuck pointing of the exterior foundation walls                                       | \$ <u>15,086.00</u> |
| 4  | Repair and restoration work to the exterior basement access (cellar doors and hatch) | \$ <u>22,629.00</u> |
| 5  | Repair and restoration work to the basement window wells                             | \$ <u>3,900.00</u>  |
| <b>GRAND TOTAL BID PRICE</b><br>(Sum of Items 1 + 2 + 3 + 4 + 5) |  | \$ <u>67,428.00</u> |

### **AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: Brian Louder

Signature of Authorized Signee: Brian Louder

Title: President Date: 4-13-16

## 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 Brian Louder

(Enter Name of Person Making Affidavit)

as President

(Enter Title of Person Making Affidavit)

and on behalf of Louder Enterprises, Inc.

(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes  No

Federal Employer I.D. #: 36-4456269

(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)

June 2001

(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.

Subs LEI

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: \_\_\_\_\_

Brief Description of Program: All work performed by  
Bricklayers Local 21 of Illinois  
International Union of Operating Engineers Local 150  
Chicagoland Laborer's Local 5 and 76  
Cement Mason Union Local 502

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:

Brian Louder  
Signature of Authorized Officer

Brian Louder  
Name of Authorized Officer

President  
Title

4-18-16  
Date

Subscribed and Sworn To  
Before Me This 18 Day  
of April, 2016.

Mary Catherine Louder  
Notary Public Signature

NOTARY SEAL

OFFICIAL SEAL  
MARY CATHERINE LOUDER  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/13/17

## 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 12 DAY OF Apr. 7, 2016

Ben Lader  
Signature

Ben Lader Pres-Dkt  
Printed Name & Title

Authorized to execute agreements for:  
Ben Lader Enterprises, Inc.  
Name of Company

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

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

**Bidder's Name:** Louder Enterprises, Inc.  
(Enter Name of Business Organization)

1. ORGANIZATION Constructive Management, Inc.

ADDRESS 106601 Ridge Lane Machesney Park IL 60152

PHONE NUMBER 815 612 2900 bob@constructivemanagement.com

CONTACT PERSON Bob Rubel

YEAR OF PROJECT 2015 thru 2016

2. ORGANIZATION ST Johns of the Cross

ADDRESS 5005 S. Wolf Rd Western Springs, IL

PHONE NUMBER 708 769 2353 60558

CONTACT PERSON Frank DiPompeo fdipompeo@stjohns-of-the-cross.org

YEAR OF PROJECT 2001 - 2008 - 2014 - 2015

3. ORGANIZATION LAS Construction Specialties

ADDRESS 2244 95th Street Suite 218 Naperville IL

PHONE NUMBER 630 - 857-3954

CONTACT PERSON Dan Pilowski or Hank Kalis <sup>dan.pilowski@gmail.com</sup>

YEAR OF PROJECT 2008 thru 2016

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: Louder Enterprises, Inc.

Name of Authorized Signee: Brian Louder

Signature of Authorized Signee: Brian Louder

Title: President Date: 4/18/2016

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71776741

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 MICHAEL F CARDILLI

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: Louder Enterprises, Inc.

Obligee: Village of Orland Park

Amount: \$500,000.00

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 July 25, 2016, 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 25th day of April, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 25th day of April, in the year 2016, 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

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 25th day of April, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



# Western Surety Company

## BID BOND (Percentage)

Bond Number: 71776741

KNOW ALL PERSONS BY THESE PRESENTS, That we Louder Enterprises, Inc.

of  
6700 Lorraine Dr., Countryside, IL 60525, hereinafter  
referred to as the Principal, and Western Surety Company  
as Surety, are held and firmly bound unto Village of Orland Park  
of 14700 S. Ravinia Ave., Orland Park, IL 60462  
hereinafter referred to as the Obligee, in the sum of Ten (10 %) percent of the greatest  
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for  
Rebid #15-019 Stellwagon Farmhouse Restoration Phase 1 Exterior

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the  
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this  
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 25th day of April, 2016.

Louder Enterprises, Inc.

(Principal)

By Brian Louder (Seal)

Western Surety Company

(Surety)

By MICHAEL F CARDILLI

Attn:

