

RESOLUTION NUMBER 15 - 02

**RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT WITH DOMINIC FIORDIROSA  
CONSTRUCTION COMPANY, INC., FOR THE  
NORTH VAN BUREN STREET CULVERT REPLACEMENT  
YEAR 2002**

**WHEREAS**, the corporate authorities of the Village of East Dundee have determined that it is advisable, necessary and in the public interest that the Village enter into and authorize the execution of an Agreement with Dominic Fiordirosa Construction Company, Inc., for the North Van Buren Street Culvert Replacement Year 2002, a copy of which Agreement is attached hereto as an exhibit.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the acceptance of an Agreement with Dominic Fiordirosa Construction Company, Inc., for the North Van Buren Street Culvert Replacement Year 2002 for a total cost of \$91,189.00, a copy of which Agreement is attached hereto as an exhibit.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the

invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 30<sup>th</sup> day of May, 2002, pursuant to a roll call vote as follows:

AYES: Scallia, Zaeske, Amone, Ruffalo, Bartels, Schock

NAYES: None

ABSENT: None

Approved by me this 30<sup>th</sup> day of May, 2002.

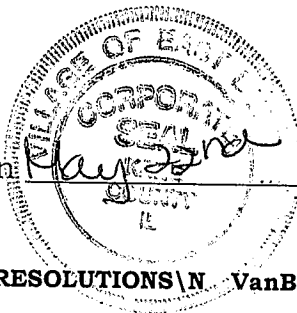
Roger W Ahrens  
ROGER AHRENS, President

Published in pamphlet form this 2<sup>nd</sup> day of May, 2002, under the authority of the President and Board of Trustees.

**ATTEST:**

Jane E. Theis  
JANE THEIS, Village Clerk

Recorded in the Village Records on May 30<sup>th</sup>, 2002.



VILLAGE OF EAST DUNDEE  
"NORTH VAN BUREN STREET CULVERT REPLACEMENT"  
YEAR 2002

TO THE OWNER, VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OF EAST DUNDEE, ILLINOIS

1. Proposal of Dominic Fiordirosa Construction Company, Inc.  
(Name and Address of Bidder)

for the WORK, designated in Paragraph 2 below, by the construction of a precast reinforced concrete culvert under North Van Buren Street at approximately 250 feet south of Edwards Avenue and other appurtenant work.

2. The PLANS for the proposed WORK are those prepared by GERALD L. HEINZ & ASSOCIATES, INC., Consulting Engineers, 206 North River Street, East Dundee, Illinois which PLANS are designated as VILLAGE OF EAST DUNDEE, ILLINOIS, "NORTH VAN BUREN STREET CULVERT REPLACEMENT", YEAR 2002 and which cover the WORK described in Paragraph 1 above.

The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002 by the Illinois Department of Transportation (IDOT) and the "Supplemental Specifications" thereto adopted January 1, 2002 by IDOT.

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.
4. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, form of CONTRACT and Contract Bond, and Special Provisions (if any), and that he has inspected in detail the site of the proposed WORK, and that he has familiarized himself with all of the local conditions affecting the CONTRACT and the detailed requirements of construction, and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the WORK, and to furnish all of the materials specified in the CONTRACT, except such materials as are to be furnished by the OWNER, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

VILLAGE OF EAST DUNDEE  
"NORTH VAN BUREN STREET CULVERT REPLACEMENT"  
YEAR 2002

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefor the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.

8. The undersigned further agrees that if the OWNER declares to extend or shorten the WORK, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provide in specifications, he will perform the WORK as altered, increased, or decreased at the CONTRACT unit prices.

9. The undersigned further agrees that the Engineer may at any time during the progress of the WORK covered by this CONTRACT order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or CONTRACT as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed and paid for as extra work as set forth in Article 109.04 of the Standard Specifications.

10. The undersigned further agrees to execute a CONTRACT for this WORK and present the same to the OWNER within fifteen (15) days after the receipt of Notice of Award of the CONTRACT by him.

11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of Notice of Award, a Contract Bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the CONTRACT, guaranteeing the faithful performance of the WORK in accordance with the terms of the CONTRACT.

12. The undersigned further agrees to begin WORK not later than the date specified in the Notice to Proceed, and to prosecute the WORK in such manner and with sufficient materials, equipment, and labor as will insure its completion within the Contract Time specified herein, it being understood and agreed that the completion within the Contract Time is an essential part of

VILLAGE OF EAST DUNDEE  
"NORTH VAN BUREN STREET CULVERT REPLACEMENT"  
YEAR 2002

the CONTRACT. The undersigned agrees to complete the WORK included under by June 29, 2002, unless additional time shall be granted in accordance with the provisions of the Specifications. In case of failure to complete the WORK within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold from such sums as may be due him under the terms of this CONTRACT the costs set forth in the SPECIAL PROVISIONS, which costs shall be considered and treated not as a penalty but as damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the WORK within the CONTRACT time.

13. Accompanying this Proposal is a bid bond, bank draft, bank cashier's check, or certified check complying with the requirements of the specifications, made payable to The Village  
Treasurer of East Dundee

The amount of the bid bond is 5% of Bid  
(\$ \_\_\_\_\_)

If this proposal is accepted and the undersigned shall fail to execute a CONTRACT and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and Contract Bond; otherwise said check or draft of bidder's bond substituted in lieu thereof shall be returned to the undersigned.

ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK, OR  
CERTIFIED CHECK HERE

In the event that one check or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

14. The undersigned submits herewith his schedule of prices covering the WORK to be performed under this CONTRACT; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular.

PROPOSAL  
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VILLAGE OF EAST DUNDEE  
 "NORTH VAN BUREN STREET CULVERT REPLACEMENT"  
 2002

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SCHEDULE OF PRICES

ABE837

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1.	TREE REMOVAL (6 TO 15 INCH DIAMETER)	IN-DIA	50	\$20.00	\$1,000.00
2.	TREE REMOVAL (OVER 15 INCH DIAMETER)	IN-DIA	61	\$22.00	\$1,342.00
3.	SUB-BASE GRANULAR MATERIAL, TYPE B	TON	93	\$39.00	\$3,627.00
4.	TRENCH BACKFILL	CU.YD.	47	\$40.00	\$1,880.00
5.	FURNISHING AND PLACING TOP SOIL, 4"	SQ.YD.	220	\$3.00	\$660.00
6.	SEEDING, CLASS 1A	ACRE	0.03	\$9,000.00	\$270.00
7.	MULCH, METHOD 3	ACRE	0.03	\$9,000.00	\$270.00
8.	EROSION CONTROL BLANKET	SQ.YD.	145	\$1.00	\$145.00
9.	SODDING, SALT TOLERANT	SQ.YD.	75	\$9.00	\$675.00
10.	STONE RIPRAP, CLASS A4	SQ.YD.	74	\$80.00	\$5,920.00
11.	FILTER FABRIC FOR USE WITH RIPRAP	SQ.YD.	74	\$6.00	\$444.00
12.	POROUS GRANULAR EMBANKMENT	TON	42	\$40.00	\$1,680.00
13.	BITUMINOUS MATERIALS (PRIME COAT)	GAL.	140	\$2.00	\$280.00
14.	LEVELING BINDER (MACHINE METHOD), MIXTURE B, TYPE 2	TON	15	\$83.00	\$1,245.00
15.	BITUMINOUS CONCRETE BINDER COURSE, MIXTURE B, TYPE 2	TON	40	\$77.00	\$3,080.00
16.	BITUMINOUS CONCRETE SURFACE COURSE, MIXTURE D, CLASS I, TYPE 2	TON	35	\$83.00	\$2,905.00
17.	PORTLAND CEMENT CONCRETE SIDEWALK, 4"	SQ.FT.	700	\$6.00	\$4,200.00
18.	COMBINATION CURB AND GUTTER REMOVAL	FOOT	182	\$10.00	\$1,820.00
19.	CONCRETE HEADWALL REMOVAL	EACH	2	\$500.00	\$1,000.00
20.	PIPE CULVERT REMOVAL	FOOT	108	\$12.00	\$1,296.00
21.	PRECAST CONCRETE BOX CULVERT, 5'X3'	FOOT	112	\$323.00	\$36,176.00
22.	BITUMINOUS CONCRETE SURFACE REMOVAL (BUTT JOINT)	SQ.YD.	61	\$14.00	\$854.00
23.	BITUMINOUS BASE COURSE (VARIABLE DEPTH)	TON	30	\$77.00	\$2,310.00
24.	STORM SEWERS, TYPE 1, REINFORCED CONCRETE CULVERT, STORM DRAIN AND SEWER PIPE, CLASS IV, 12"	FOOT	4	\$94.00	\$376.00
25.	CATCH BASINS, TYPE C, TYPE 11 FRAME & GRATE	EACH	1	\$1,000.00	\$1,000.00
26.	STORM MANHOLE, TYPE A, TYPE 1 (CLOSED LID), 4'DIA	EACH	1	\$1,500.00	\$1,500.00
27.	PAVEMENT REMOVAL	SQ.YD.	187	\$12.00	\$2,244.00
28.	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12(MODIFIED)	FOOT	185	\$18.00	\$3,330.00
29.	MODULAR RETAINING WALL SYSTEM	SQ.FT.	230	\$42.00	\$9,660.00
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS					\$91,189.00

VILLAGE OF EAST DUNDEE  
"NORTH VAN BUREN STREET CULVERT REPLACEMENT"  
YEAR 2002

(SEAL)

(If an Individual) Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

(If a Partnership) Firm Name: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

(Insert names and addresses of  
all Partners of the Firm)


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a Corporation) Corporate Name: Dominic Fiordiroso Construction Company, Inc.

Signed by:  \_\_\_\_\_

President

(Corporate Seal) Business Address: 558 Plate Drive, Unit 6, East Dundee, IL 60118

(Insert Names of Officers) President: Dominic Fiordiroso

Secretary: Michael G. Allenstein

Treasurer: \_\_\_\_\_

ATTEST:  \_\_\_\_\_  
Secretary

ABE837



THIS AGREEMENT, made and concluded the 2nd day of May, 2002 Month and Year

between the Village of East Dundee

acting by and through its President and Board of Trustees known as the party of the first part, and

Dominic Fiordiroso Construction Company, Inc. his/their executors, administrators, successors or assigns,

known as the party of the second part.

Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for "North Van Buren Street Culvert Replacement" Year 2002

East Dundee, approved by the Village of East Dundee of the

State of Illinois March 18, 2002 Date, are essential documents of this contract and are a part hereof.

IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Signature of Village Clerk

The Village of East Dundee

By Signature of Party of the First Part

(If a Corporation)

Corporate Name Dominic Fiordiroso Construction Company, Inc.

By Signature of President Party of the Second Part

(If a Co-Partnership)

Witness: Signature of Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part





PRINCIPAL

Domnic Fiordirosa Construction Company, Inc.  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: Domnic Fiordirosa Pres  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

Attest: [Signature]  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF Kane



Domnic Fiordirosa a Notary Public in and for said county, do hereby certify that  
Domnic Fiordirosa

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2<sup>nd</sup> day of May, A.D. 2002

My commission expires 7-14-03

S A P  
Notary Public

SURETY

American Casualty Company of Reading,  
(Name of Surety) Pennsylvania

By: Ardeth M. Hillyer  
(Signature of Attorney-in-Fact)  
Ardeth M. Hillyer

STATE OF ILLINOIS,  
COUNTY OF Cook

I, Julie Henshaw, a Notary Public in and for said county, do hereby certify that

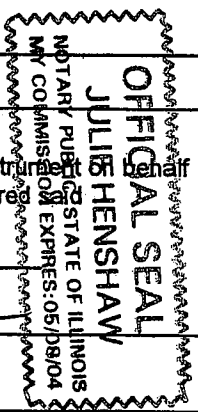
Ardeth M. Hillyer  
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2<sup>nd</sup> day of May, A.D. 2002

My commission expires 5/08/04

Julie Henshaw  
Notary Public



Witnessed this 2<sup>nd</sup> day of May, A.D. 2002

[Signature]  
Village Clerk  
(SEAL)

President and Board of Trustees  
(Awarding Authority)  
[Signature]  
(Chairman/Mayor/President)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

497

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals hereunto affixed hereby make, constitute and appoint James G. Blackburn, Jerome E. Powell, Ardeth M. Hillyer, Jeff Blackburn, Mary Janet Keashowski, Individually

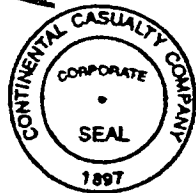
of Rolling Meadows, Illinois  
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature  
- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 29th day of June, 2000.

ABE 033



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion Group Vice President

State of Illinois, County of Cook, ss:  
I, Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Diane Faulkner*

Diane Faulkner Notary Public

My Commission Expires September 17, 2001

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 2nd day of May, 2002.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis Assistant Secretary