

Resolution No. 15-17

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING AN AGREEMENT BETWEEN
THE VILLAGE OF EAST DUNDEE AND
COPENHAVER CONSTRUCTION FOR THE
311 BARRINGTON AVENUE PARKING LOT**

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 1. The Agreement between the Village of East Dundee and Copenhaver Construction for the 311 Barrington Avenue Parking Lot in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

Section 2. The Village President and Village Clerk shall be and are authorized to execute EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 5th day of June, 2017.

AYES: Trustees Lynam, Selep, Wood, Hall and Mahony

NAYS: Ø

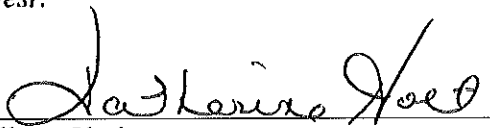
ABSENT: Trustee Andresen

APPROVED:



Village President

Attest:



Village Clerk

EXHIBIT A

VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS
"311 BARRINGTON AVENUE PARKING LOT"

AGREEMENT

1. THIS AGREEMENT, made and concluded this 26th day of May, 2017 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 Copenhagen Construction Inc. of Gilberts, Illinois, his/their executors, administrators, successors or assigns, known as the party of the second part.

2. 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 plans of this agreement and the requirements of the ENGINEER under it.

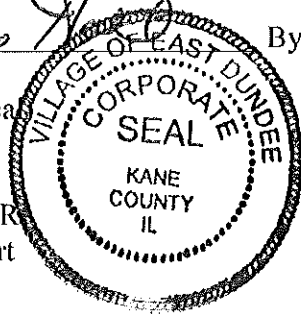
3. And, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for the "311 BARRINGTON AVENUE PARKING LOT", VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS as prepared by GERALD L. HEINZ & ASSOCIATES, INC. are all essential documents of this contract and are a part hereof.

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

For the OWNER
Party of the First Part

ATTEST:

Latherine J. [Signature]
Village Clerk
(Municipal Seal)



VILLAGE OF EAST DUNDEE

[Signature]
By
Village President
(Party of the First Part)

For the CONTRACTOR
Party of the Second Part

Copenhagen Construction, Inc.

Witness
(Corporate Seal)

By _____
President
(Party of the Second Part)

EXHIBIT A

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"311 BARRINGTON AVENUE PARKING LOT"

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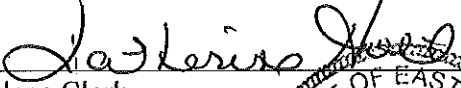
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party 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 plans of this agreement and the requirements of the ENGINEER under it.

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 the "311 BARRINGTON AVENUE PARKING LOT", VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS as prepared by GERALD L. HEINZ & ASSOCIATES, INC. are all essential documents of this contract and are a part hereof.

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


For the OWNER
Party of the First Part

ATTEST:



Village Clerk
(Municipal Seal)

VILLAGE OF EAST DUNDEE



Village President
(Party of the First Part)

For the CONTRACTOR
Party of the Second Part



Copenhagen Construction, Inc.

Witness
(Corporate Seal)

By _____
President
(Party of the Second Part)

VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS
"311 BARRINGTON AVENUE PARKING LOT"

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, COPENHAVER CONSTRUCTION, INC., corporation organized and existing under the laws of the State of Illinois and licensed to do business in the State of Illinois, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the Village of East Dundee, County of Kane, State of Illinois, in the penal sum of Three Hundred Twelve Thousand, Three Hundred Eight and 60/100 Dollars (\$312,308.60), lawful money of the United States, well and truly to be paid unto said Village of East Dundee for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas the said Principal has entered into a written contract with the Village of East Dundee acting through the President and Board of Trustees of said Village for construction of the work designated as "311 BARRINGTON AVENUE PARKING LOT," which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, SUBCONTRACTOR or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation, for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished him for the purpose of constructing said work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of East Dundee and the President and Board of Trustees and its or his/her agents harmless on account of any such damages, and shall in

CONTRACT BOND

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all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 26th day of May, A.D. 2017.

CONTRACTOR: COPENHAVER CONSTRUCTION, INC.

Attest: _____
Witness
(Corporate Seal)

By: _____
President

Surety: _____

By: _____
Attorney in Fact

State of _____

ss.

County of _____

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ are to me personally known to be President and Secretary, respectively, doing business under the name and style of Copenhaver Construction, Inc., a corporation, and also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same as the Board of Directors of said corporation.

Given under my hand and notarial seal this ____ day of _____ A.D., 2017.

My commission expires _____

Notary Public

State of _____

ss.

County of _____

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for _____, appeared before me this day in person and acknowledged that he/she signed the name of _____ thereto, as his/her Principal, and his/her own name as Attorney in Fact, as the free and voluntary act of his/her said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given him/her by said principal.

Given under my hand and notarial seal this _____ day of _____ A.D., 2017.

My commission expires _____

Notary Public

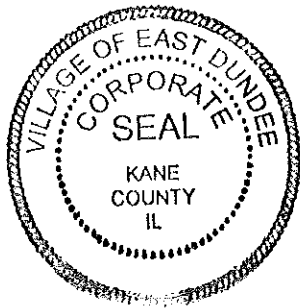
Approved this _____ day of _____, 2017.

Dorinda Noel

Village Clerk
(Municipal Seal)

By: *[Signature]*

Village President



PROPOSAL

TO: VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS

1. Proposal of Copenhaver Construction
(Name and Address of Bidder)
75 Koppie Dr., Gilberts, IL 60136

for the improvement, designated Village of East Dundee, Kane County, Illinois "311 Barrington Avenue Parking Lot" of watermain, earth excavation, aggregate base course, hot-mix asphalt (HMA), curb and gutter, concrete sidewalk, lighting, landscaping, thermoplastic pavement marking, and other incidental and appurtenant work necessary to complete the parking lot improvements, in the Village of East Dundee, Kane County, Illinois.

1. The plans for the proposed improvement 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, Kane County, Illinois "311 Barrington Avenue" and which cover the work described generally in paragraph 1 above.
2. The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 by the Illinois Department of Transportation (IDOT) and the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2017 by the IDOT.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work on this project by **June 30, 2017 (including landscaping)** unless additional time is granted in accordance with the specifications.
6. 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 person, firm or corporation.
7. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond included in the specifications, and special provisions 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.
8. 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 Village in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

9. 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 therefore 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.
10. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned further agrees that, if the Village decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.
13. The undersigned further agrees to execute a contract for this work and present the same to the Village within fifteen (15) days after the date of notice of award of the contract to him.
14. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed to the Village, 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.
15. The undersigned further agrees to begin work no later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise authorized or directed by the village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
16. If this proposal is accepted and the undersigned fails to execute the contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Village.
17. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract.

SCHEDULE OF PRICES

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Trench Backfill	80	Cu. Yd.	40.00	3200.00
2	Topsoil Placement, 4"	820	Sq. Yd.	4.00	3280.00
3	Seeding, Class 1A	700	Sq. Yd.	1.00	700.00
4	Erosion Control Blanket	700	Sq. Yd	2.00	1400.00
5	Tree, Syringa Reticulata (Japanese Tree Lilac), 2" Caliper, Tree Form, Balled and Burlapped	8	Each	550.00	4400.00
6	Aggregate Base Course, Type B	1370	Ton	49.00	67130.00
7	Bituminous Materials (Tack Coat)	2120	Pounds	0.10	212.00
8	Binder Course (Machine Method), N50	310	Ton	82.00	25420.00
9	Hot-Mix Asphalt Surface Course, Mix "D", N50	230	Ton	102.00	23460.00
10	Remove and Replace Permanent Type Pavement	8	Sq. Yd.	145.00	1160.00
11	Portland Cement Concrete Pavement, 8"	135	Sq. Yd.	11.00	1485.00
12	Portland Cement Concrete Sidewalk, 5"	2845	Sq. Ft.	8.00	22760.00
13	Curb Removal	230	Lin. Ft.	8.00	1840.00
14	Combination Concrete Curb and Gutter, Type B-6.12	705	Lin. Ft.	24.00	16920.00
15	Combination Concrete Curb and Gutter, Type B-6.18	427	Lin. Ft.	25.00	10675.00
16	Thermoplastic Pavement Marking - Line 4"	1900	Lin. Ft.	1.60	3040.00
17	Thermoplastic Pavement Marking - Line 24"	24	Lin. Ft.	18.00	432.00
18	Thermoplastic Pavement Marking - Letters & Symbols	21.7	Sq. Ft.	38.00	824.60
19	6" D.I.W.M.	106	Lin. Ft.	120.00	12720.00
20	Ductile Iron Watermain Fittings	123	Lbs.	7.00	861.00
21	6" Gate Valve in Vault	1	Each	5100.00	5100.00
22	Fire Hydrant, Complete	1	Each	7000.00	7000.00
23	Decorative Street Light 92 Watt LED Sternberg 6590 Gaslight	10	Each	3400.00	34000.00

SIGNATURES

(If an Individual) Signature of Bidder: _____

Business Address: _____

(If a Partnership) Firm Name: _____

Signed By: _____

Business Address: _____

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

(If a Corporation) Corporate Name: Copenhaver Construction

Signed by: _____

(Corporate Seal) Business Address: 75 Koppie Dr., Gilberts, IL 60136

(Insert Names of President: Ken Copenhaver
Officers) _____

Secretary: Kim E. Bolanowski

Treasurer: _____

ATTEST: _____



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: May 15, 2017

TO: Village President and Village Trustees

AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: 311 Barrington Ave Parking Lot Improvements

Job No. ED-2086

Bids were opened on the 311 Barrington Ave Parking Lot Improvements Project this morning at 11:00 A.M.. Six (6) bids were received, ranging from a low bid of \$312,308.60 to a high bid of \$388,288.08. A tabulation of bids is included with this memo for your information. The lowest bid was received from Copenhagen Construction, Inc. of Gilberts, Illinois. Their bid is approximately 10.1% lower than our estimate of \$347,231.00. The budget for the construction and construction engineering is \$400,000.

The project includes water main improvements, storm sewer improvements, parking lot improvements, light pole/fixture, and sidewalk improvements on the north and south side of the 311 Barrington Avenue project area.

We would recommend that the Village Board award the contract to the lowest responsible bidder, a by the following action:

1. Move to award the East Dundee Downtown Redevelopment Project contract to Copenhagen Construction, Inc. in the amount of \$312,308.60; and
2. Authorize the Village President and Clerk to execute the contract documents and all other forms required during the course of the project.

Copenhagen Construction, Inc. is prequalified with IDOT for this type of work. We have worked with them on the Downtown Redevelopment project and have not had any issues with their workmanship.

If you have any further questions or need more information please do not hesitate to contact us.

cc Jennifer Johnsen Village Administrator
Adam Peters, Dir. of Public Works
Zaida Torres, Finance Director

