
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2022-R-113

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND RC WEGMAN FOR THE PUBLIC SAFETY BUILDING DATA CENTER
RELOCATION PROJECT**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2022-R-113

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND RC WEGMAN FOR THE PUBLIC SAFETY BUILDING DATA CENTER RELOCATION PROJECT

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with RC Wegman, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.


ADOPTED this 20th day of September, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 20th day of September, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

Service Contract

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **RC Wegman, Inc.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Five Hundred and Forty Three Thousand, Nine Hundred 00/00 Dollars (\$543,900)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Lolette Rozanski, as President and on behalf
(Name) (Title)
of R.C. Wegman Construction having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

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

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois - Jan. 1961

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached: _____

Federal Employer I.D. #: 36-2313195

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue:

Yes ☐ No ☐

Describe supporting documentation attached (if "No," explain): _____

Registered with Illinois Department of Employment Security:

Yes ☐ No ☐

Describe supporting documentation attached (if "No," explain): _____

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years

Yes ☐ No ☒

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

Yes ☒ No ☐

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A ☐ Yes ☒ No ☐

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☐ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

CR _____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

RC Wegman, Inc.

Name of Contractor (please print)

Collette Berganck

Submitted by (signature)

President

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

RC Wegman, Inc.

Name of Contractor (please print)

Collette Berganck

Submitted by (signature)

President

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

RC Wegman, Inc.

Name of Contractor (please print)

Collette Berganck

Submitted by (signature)

President

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

RC Wegman, Inc.

Name of Contractor (please print)

President

Title

Collette Wegman
Submitted by (signature)

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

RC Wegman, Inc.

Name of Contractor (please print)

President

Title

Collette Wegman
Submitted by (signature)

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

RC Wegman, Inc.
Name of Contractor (please print)

President
Title

Collette Berganski
Submitted by (signature)

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

RC Wegman, Inc.
Name of Contractor (please print)

President
Title

Collette Berganski
Submitted by (signature)

[Signature Page to Follow]

RC Wegman, Inc.

BY: Colette Rozanski

October 12, 2022
Date

Printed Name: Colette Rozanski

Title: President

VILLAGE OF TINLEY PARK

BY: Michael W. Glotz
Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

September 20, 2022
Date

ATTEST:

Nancy M. O'Connor
Village Clerk
(required if Contract is \$20,000 or more)

September 20, 2022
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date



Office of the Secretary of State Jesse White

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 40536973

Entity Name R. C. WEGMAN CONSTRUCTION CO.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Tuesday, 3 January 1961

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
MICHELLE F KANTOR

Address
300 N LA SALLE DR STE 1400
CHICAGO , IL 60654

Change Date
Monday, 1 November 2021

Annual Report

Filing Date
Monday, 8 November 2021

For Year
2022

Officers

President
Name & Address
COLETTE ROZANSKI 750 MORTON AVE AURORA 60506

Secretary
Name & Address
COLETTE ROZANSKI 750 MORTON AVE AURORA 60506

Taxpayer Statement



December 30, 2021 TDD 1 800 544-5304



Letter ID: CNXXXX79791768X4

Account ID: 01883-82208

FEIN: 36-2313195

#BWNKMGV

#CNXX XX79 7917 68X4#
R C WEGMAN CONSTRUCTION CO
750 MORTON AVE
AURORA IL 60506-2817

This statement lists our most recent information about your unpaid balance, available credits, or returns you have not filed.
A payment voucher is included so you may pay the balance due.

IL Business Income Tax

Account ID: 01883-82208

SOA

Retain this portion for your records.
Fold and detach on perforation. Return bottom portion with your payment.

P-000372

Taxpayer Statement (R-12/08) (136)



Letter ID: CNXXXX79791768X4
R C WEGMAN CONSTRUCTION CO

Mail this voucher and your payment to:
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19006
SPRINGFIELD IL 62794-9006

Write the amount you are paying below.

\$ _____

Write your Account ID on your check.

000 006 000991532245 731 123199 4 0000001877583

Rate Determination



ides.illinois.gov

#BWNKMGV
#CNXX X212 6238 96X0#
R C WEGMAN CONSTR CO
R C WEGMAN CONSTR CO
750 MORTON AVE
AURORA IL 60506-2817

Mail Date: 11/30/2021
Letter ID: CNXXX212623896X0

Account ID: 0227670
Name: R C WEGMAN CONSTR CO
Protest Due Date: 12/15/2021
For Calendar Year: 2022
Wage Base: \$12,960.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2021

BENEFIT CHARGES	X	BENEFIT CONVERSION FACTOR	=	CONVERTED BENEFIT CHARGES	/	TAXABLE WAGES	=	BENEFIT RATIO	X	STATE EXPERIENCE FACTOR	+	PENALTY RATE	+	FUND BUILDING RATE	=	CONTRIBUTION RATE (NEW)
\$5,512.00		138.40		7,628.61		650,311.26		1.1731		111.00		0.000		0.525		1.825%

QUARTERLY DETAIL		
QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2018	916.00	3,136.00
Q4/2018	4,596.00	12,960.00
Q1/2019	0.00	187,357.52
Q2/2019	0.00	42,258.34
Q3/2019	0.00	6,359.40
Q4/2019	0.00	0.00
Q1/2020	0.00	201,191.20
Q2/2020	0.00	2,648.80
Q3/2020	0.00	0.00
Q4/2020	0.00	0.00
Q1/2021	0.00	193,832.00
Q2/2021	0.00	568.00
TOTALS	5,512.00	650,311.26

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 7.100% plus the fund builder and any statutory surcharge.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.000 pays contributions at 5.400% for that quarter.

AFFILIATE ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of all accounts in the affiliation. SUCCESSOR ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of your account and predecessor account(s).

APPLICATION FOR REVIEW - If you have a basis for protesting this rate determination, you may file the attached application for review. Such application MUST SET FORTH SPECIFIC REASONS in support thereof and must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.

SCOPE OF SERVICES

Attached Scope of work for Data Center Project as detailed in:

- Bid proposal from RC Wegman, Inc. titled: Tinley Park Data Center Bid

Relocate data room to 1st floor per
plans and specifications.

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. FORM OF PROPOSAL FOR BID PACKAGE NUMBER: Bidding as General Contractor
BID PACKAGE NAME: Bidding as General Contractor
SUBMITTED BY R.C. Wegman Construction Company
(Name and Address of Bidder)

2. The specifications for the proposed work are those prepared by the Village Architect dated July 14, 2022.

3. I acknowledge receipt of the following Addenda:

No. 1 Date 8/16/2022 No. 3 Date 9/6/2022

No. 2 Date 8/23/2022 No. 4 Date 9/6/2022

4. In accordance with Drawings and Specifications for contract including all divisions of work as indicated in Work Included in the Specifications and as shown in the drawings.

TOTAL BASE BID AMOUNT: \$ 524,900.00

AS WRITTEN: Five hundred twenty four thousand nine hundred 138,691

Total base bid is to include full project scope, including allowances and contingency as indicated in documents and itemized in the schedule of values.

5. The selected alternates will be used to determine the lowest qualified Bid for this Bid Package. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment and all alternates shall be inclusive of contractor overhead and profit regardless of whether additive or deductive. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 90 days of the Notice of Award unless otherwise indicated in the Contract Documents.

Bidder is required to note if alternate is additive, deductive, or no change from base bid amount. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE." If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE." The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

**VILLAGE OF TINLEY PARK
STATE OF ILLINOIS**

Alternate #01 Two new openings in existing masonry wall on the east side. Refer to drawings for masonry opening and window sizes and scope. \$ 19,000.00
Add/Deduct/No Change

Alternate #02 Polished concrete with rubber base in lieu of non-static LVT. **REMOVED VIA ADDENDUM #3**
Add/Deduct/No Change

6. The Contractor is encouraged to provide Voluntary Alternates. If Contractor elects to do so, it must be a modification to the Base Bid and shall not be included in the Base Bid. The selected alternates will be used to determine the lowest qualified Bid for this Bid Package. Any alternates not specifically outlined on the Bid Proposal Form shall be submitted in the form outlined below. Failure to do so may result in the rejection of the bid. A separate sheet can be included with the bid form, if required.

Voluntary Alternate #01 \$ _____
Add/Deduct/No Change

7. All unit cost are to include equipment material and labor costs, including bonding, overhead and profit. Bidder must quote on all items called for in their bid package. This form is required to be attached to the Bid Form. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

Bidder is also required to email the Schedule of Values and Unit Pricing in Microsoft Excel (.XLS) electronic format one to 24 hours after bid due date but no earlier or later to bkronewitter@cordoganclark.com. Bidders may attach a printed copy of the Unit Prices in lieu of handwriting each entry.

**SCHEDULE OF UNIT PRICES – FILL OUT ITEMS PERTINENT TO YOUR BID PACKAGE
WORK SCOPE**

1. CMU Wall Removal	SF	<u>\$24.00</u>
2. Brick Removal	SF	<u>\$50.00</u>
3. Brick Removal – Salvage for Re-Use	SF	<u>\$75.00</u>
4. Demo Partitions	SF	<u>NA</u>
5. Demo Window	EA	<u>NA</u>
6. Demo Door	EA	<u>NA</u>
7. Demo Window – Salvage for Re-Use	EA	<u>NA</u>
8. Demo Door – Salvage for Re-Use	EA	<u>NA</u>
9. Demo Ceiling	SF	<u>NA</u>

**VILLAGE OF TINLEY PARK
STATE OF ILLINOIS**

10. Demo Flooring	SF	<u>NA</u>
11. Install Masonry – Salvage Brick	SF	<u>\$36.00</u>
12. Partition Type A1	SF	<u>\$24.00</u>
13. Partition Type A2	SF	<u>\$18.00</u>
14. Install Window	EA	<u>\$3,500</u>
15. Install HM Door w/ HM Frame	EA	<u>\$900 install only</u>
16. Install WD Door w/ HM Frame	EA	<u>\$900 install only</u>
17. Install Acoustic Ceiling	SF	<u>\$9.60</u>
18. Install LVT	SF	<u>NA</u>
19. Install Static Resistant LVT	SF	<u>NA</u>
20. Provide Polish to Existing Concrete	SF	<u>NA</u>
21. Install Rubber Base	LF	<u>NA</u>
22. Gypsum Cement Underlayment according to Section 035413	SF	<u>NA</u>

All unit costs are to include equipment material and labor costs, including bonding, overhead and profit. Bidder must quote on all items called for in their bid package.

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, 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 he 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, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
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 therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.

**VILLAGE OF TINLEY PARK
STATE OF ILLINOIS**

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 deduction; 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 decides to increase or decrease the quantities, or otherwise alter it by extras or deductions, including the elimination of any of the pay items, he will perform the work as altered, increased or decreased at the provided contract unit price.
9. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided 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. The undersigned agrees to complete the work **on or before November 29, 2022** and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall assess liquated damages in the amount of \$1,000 per day until the work is completed and approved by the Village Engineer or Public Works Director.

13. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ 10% of Base Bid)

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

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 of unit prices for which he proposes 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.
15. All bidders must furnish current financial statement with the bid.

**VILLAGE OF TINLEY PARK
STATE OF ILLINOIS**

16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.
17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.
18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

Signature: _____

Date: 9/7/2022

Colette Rozanski
Colette Rozanski, President

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____

.....
(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

Insert Names and _____
Addresses of All _____
Members of the firm _____

.....
(IF A CORPORATION)

CORPORATE NAME R.C. Wegman Construction Company

SIGNED BY _____ Colette Rozanski, President

BUSINESS ADDRESS 750 Morton Avenue, Aurora, IL 60506

(CORPORATE SEAL)

PRESIDENT Colette Rozanski

Insert
Names of
Officers

SECRETARY Colette Rozanski

TREASURER Colette Rozanski

ATTEST: Colette Rozanski
Secretary

CONTRACT SPECIFICATION-SUPPLEMENT TO BID FORM

Pursuant to Section 15 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

<u>Specification Section No.</u>	<u>General Material or Equipment Description</u>	<u>Manufacturer Substitute Product</u>	<u>Adjustment Price Add / Deduct</u>
			/
			/
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			/

SUBMITTED BY:

R.C. Wegman Construction Company

Printed Name of Company

BY:

Colette Rozanski

Colette Rozanski

Signature of person authorized to sign bid

TITLE President

ADDRESS 750 Morton Avenue, Aurora, IL 60506

PHONE (630) 844-3000

DATE 9/7/2022

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

R.C. Wegman Construction Company
Name
750 Morton Avenue, Aurora, IL 60506
Principal place of business
750 Morton Avenue
Address
Aurora, IL 60506
City, State, Zip Code

The Bidder is a:

☒ Corporate
☐ Partnership
☐ Limited Liability Company
☐ Sole Proprietorship
☐ Other (please explain: _____)

Corporation

The state of incorporation is: Illinois

The registered agent of the corporation in Illinois is:

Name R.C. Wegman Construction Company

Address 750 Morton Avenue

City, State, Zip Aurora, IL 60506

The Officers of the corporation are:

Colette Rozanski

President

Vice President

Colette Rozanski

Secretary

Colette Rozanski

Treasurer

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

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name _____

Address _____

City, State, Zip _____

The registered office of the Limited Liability Company in Illinois is:

Address _____

City, State, Zip _____

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State

City, State

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

STATE OF ILLINOIS)

)

SS.

COUNTY OF COOK & WILL)

*NOTE: THIS AFFIDAVIT MUST BE

*COMPLETED BY THE CHIEF OFFICER

*OF THE BIDDER

AFFIDAVIT
REGARDING BIDDER AVAILABILITY

The undersigned, R.C. Wegman Construction Company, being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

SEE ATTACHED SHEET

	1	2	3	4	5	Awards Pending	
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							Total
Uncompleted Dollar Value							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS
THE ONLY SELF-PERFORM RCW DOES IS MINOR CARPENTRY WORK COMPLETED BY OUR FULL TIME SITE SUPERINTENDENT (INSTALL DOORS, HARDWARE, TOILET ACCESSORIES, ETC)							

Colette Rozanski
(SIGNATURE)

Colette Rozanski

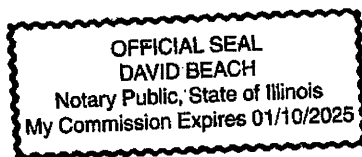
(PRINT NAME)

President

(TITLE)

Subscribed and Sworn to before me the
7th day of September AD, 2022

David Beach
NOTARY PUBLIC



STOP*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQUIRED DOCUMENTS.

- X 1. BID SECURITY
- X 2. BIDDING SCHEDULE
- X 3. BID PROPOSAL, DULY SIGNED & NOTARIZED
- X 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

***(FOR CONSTRUCTION CONTRACTS ONLY)**

BID RIGGING AND BID ROTATING

Section 2. That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

NON-COLLUSION

- Section 2a.**
- A. No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.
 - B. No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.
 - C. No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.
 - D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.
 - E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that the has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statue conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintain a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;
 - F. Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
 - G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
 - H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;
 - I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
 - J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

- Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9.** The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- Section 10.** In the event of the contractor'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 (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled 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.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will 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 contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will 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 the Department's Rules and Regulations for Public Contracts.
- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract 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 contract, the contractor 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 of any subcontractor fails or refuses to comply therewith. In addition, the contractor 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.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation 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 bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, 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 compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

FELONY

Section 15. Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

THE AMERICANS WITH DISABILITIES ACT

Section 16. As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.

PREVAILING WAGE REQUIREMENTS

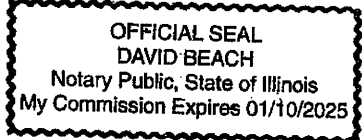
Section 17. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Signed by: Colette Rozanski Colette Rozanski
[name]
President
[title]

Subscribed and Sworn to before me this 7th day of September, 20 22.

By: [Signature]
Notary Public

-seal-



VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE

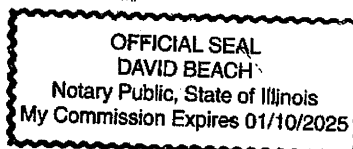
Section 18. The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Signed by: Colette Rozanski Colette Rozanski
[name]
President
[title]

Subscribed and Sworn to before me this 7th day of September, 20 22.

By: [Signature]
Notary Public

-seal-



AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: TINLEY PARK DATA CENTER

ADDRESS: 16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477

SUBMITTED BY: R. C. WEGMAN CONSTRUCTION COMPANY

NAME: Colette Rozanski, President

ADDRESS: 750 Morton Avenue, Aurora, Illinois 60506

PRINCIPAL OFFICE:

☒ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT (if applicable): TINLEY PARK DATA CENTER

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☐ Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 66 Years

§ 1.2 How many years has your organization been in business under its present business name? 60 Years

§ 1.2.1 Under what other or former names has your organization operated? N/A

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1961

§ 1.3.2 State of incorporation: Illinois

§ 1.3.3 President's name: Colette Rozanski

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attachment #1

§ 3.4.1 State total worth of work in progress and under contract:

Total Work on Hand - \$15,000,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attachment

§ 3.5.1 State average annual amount of construction work performed during the past five years:

2016 - \$13,237,000, 2017 - \$14,233,000, 2018 - \$16,051,300, 2019 - \$19,192,000, 2020 - \$25,772,000

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

**Anthony Roofing Tecta America/Dan Brown - Tel: 630.898.4444
Valley Electrical Contractors/Tom Cook Jr. - Tel: 630.554.6200
Madden Glass/Dick Heuvelman - Tel: 630.290.0366**

§ 4.2 Bank References:

**First Secure Midwest Bank
John Medernach/Vice President - Tel: 630.466.3551
799 Heartland Drive/Sugar Grove, Illinois 60554**

§ 4.3 Surety:

**§ 4.3.1 Name of bonding company: The Travelers Companies, Inc. - Tel: 630.961.7065
215 Shuman Blvd./Naperville, Illinois 60563**

§ 4.3.2 Name and address of agent:

**Columbian Agency
Lee McWethy/Agent - Tel: 815.495.4100 ext. 242
P.O. Box 39/New Lenox, Illinois 60451**

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: **See Attachment (Financial Statement)**

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

R.C. Wegman Construction Company
750 Morton Avenue
Aurora, IL 60506

OWNER:

(Name, legal status and address)

Village of Tinley Park
16250 South Oak Park Ave.
Tinley Park, IL 60477

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

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.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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


Tinley Park Data Center

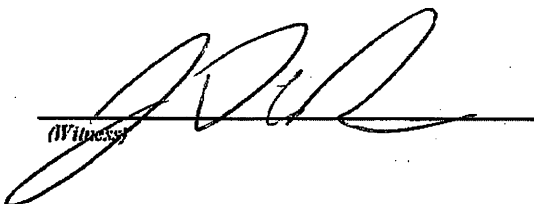
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 7th day of September, 2022


(Witness)


(Witness)

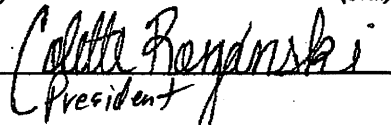
R.C. Wegman Construction Company

(Principal)

(Seal)

By:

(Title)


President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

(Title)


James I. Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai **Notary Public of** DuPage **County, in the State of** Illinois,

do hereby certify that James I. Moore **Attorney-in-Fact, of the** Travelers Casualty and

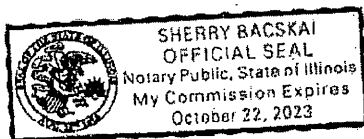
Surety Company of America who is personally known to me to be the same person whose

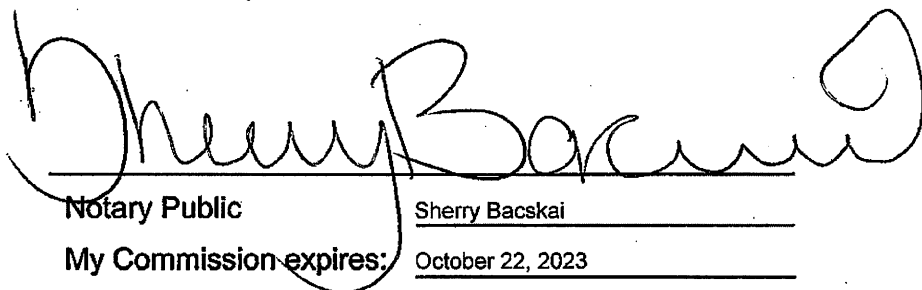
name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 7th day of September, 2022.





Notary Public Sherry Bacskai
My Commission expires: October 22, 2023



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Project Description: Tinley Park Data Center


Principal: R.C. Wegman Construction Company
Obligee: Village of Tinley Park

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of September, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A

Subcontractors who will Perform Work on the Project

[illegible]

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

Additional Information Required

Statement of past three (3) years experience on public construction projects.

[illegible]

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
NA			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2022

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 have ADDITIONAL INSURED provisions or 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 Connor & Gallagher Ins. Serv. 750 Warrenville Road, Ste. 400 Lisle IL 60532	CONTACT NAME: Minerva Juarez	
	PHONE (A/C, No, Ext): 630-810-9100	FAX (A/C, No): 630-810-0100
	E-MAIL ADDRESS: mjuarez@gocgo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Ins Co of America	12572
	INSURER B: Selective Insurance	12572
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
R.C. Wegman Construction
David Beach
750 Morton Avenue
Aurora IL 60506

RCWEG-1

COVERAGES**CERTIFICATE NUMBER:** 1440050622**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 INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	S2495786	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S2495786	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2495786	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
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/A	WC9102556	10/31/2021	10/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			S2495786	10/31/2021	10/31/2022	Lease/Rent/Unschedule Deductible 200,000 1,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-113, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND RC WEGMAN FOR THE PUBLIC SAFETY BUILDING DATA CENTER RELOCATION PROJECT**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 20, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of September, 2022.

VILLAGE CLERK