

## COUNCIL WORKSHOP ITEM

**ITEM:** McCollum Park Satellite Maintenance Building  
**DATE:** 25 November 2003  
**PREPARED BY:** Michael D. Millette, P.E., Asst. Director of Public Works  
Ed Docekal, Project Engineer  
**PURPOSE:** Bid Award for McCollum Park Satellite Maintenance Building  
Brown Construction, Lombard, Illinois  
**BID AMOUNT:** \$ 489,000.00 **ACCOUNT:** 481-393-0000-5707  
**BUDGET AMOUNT:** \$ 500,000.00

### DISCUSSION:

On September 24<sup>th</sup>, 2003, sealed bids were opened for the construction of the McCollum Park Satellite Maintenance Building. This Project consists of the construction of a replacement facility for the Park District as part of a *quid pro quo* for the 67<sup>th</sup> Street Water Storage Tank site lease. Eleven contractors bid on the project.

Although Klein Construction was the low bidder, the Park District and Engineering Division determined that Klein failed to include several major items in his bid. When the low bidder was interviewed; the prices he asked for the missing items brought his bid to within \$1000.00 of the second bidder, or \$488,000.00. After discussion with the Park District, it was opined that other un-priced items could be discovered during the course of construction. This in turn could lead to change orders requiring additional funds.

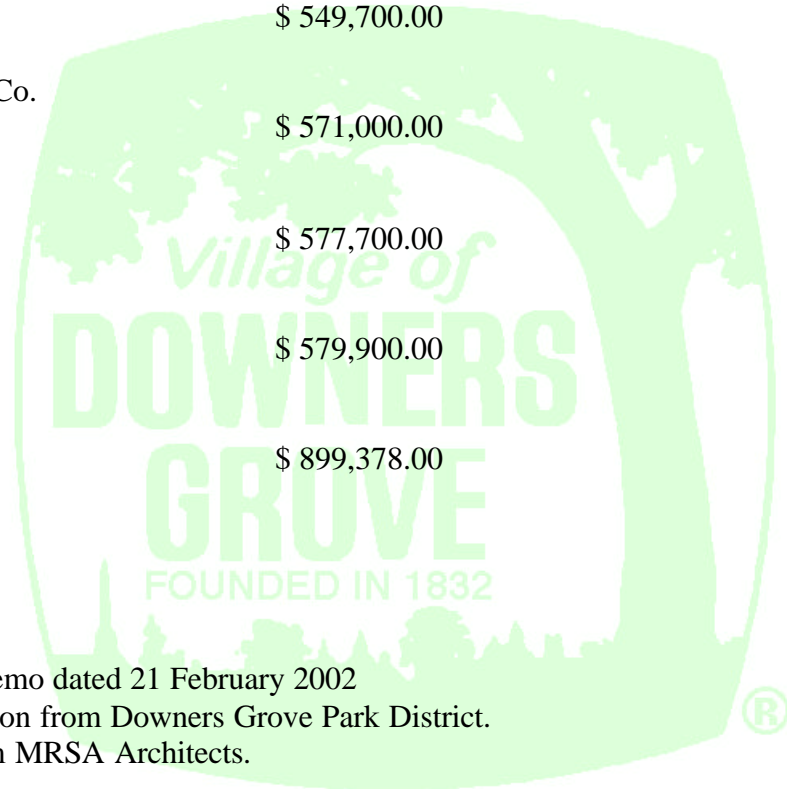
The Engineering Division recommends that the contract be awarded to:

|   |                                    |
|---|------------------------------------|
| Brown Building Co.<br>Lombard, Illinois | Total Base Bid Price \$ 489,000.00 |
|---|------------------------------------|

Bids were also received from:

|  |               |
|--|---------------|
| Klein Construction<br>Burr Ridge, Illinois | \$ 449,000.00 |
| Guse-Erickson Co.<br>Lombard, Illinois     | \$ 490,000.00 |
| R.L.Sohol<br>Plainfield, Illinois          | \$ 510,000.00 |
| FBG Corp.<br>Elmhurst, Illinois            | \$ 533,000.00 |

|  |               |
|--|---------------|
| Sharon & Assoc.<br>Roselle, Illinois               | \$ 533,000.00 |
| Construction Solutions<br>Alsip, Illinois          | \$ 536,723.00 |
| Petra Contracting<br>Lombard, Illinois             | \$ 549,700.00 |
| Driessen Construction Co.<br>St. Charles, Illinois | \$ 571,000.00 |
| Gilcor Construction<br>Barrington, Illinois        | \$ 577,700.00 |
| Alan Builders<br>Scherverville, Indiana            | \$ 579,900.00 |
| Walter E. Slager<br>Chicago, Illinois              | \$ 899,378.00 |



ATTACHMENTS:

1. Project Background Memo dated 21 February 2002
2. Letter of recommendation from Downers Grove Park District.
3. Bid Review Letter from MRSA Architects.

RECOMMENDATION:

Place Award of the McCollum Park Satellite Maintenance Building Bid to Brown Construction on the Council Agenda of Tuesday 16 December 2003, for an amount not to exceed \$ 489,000.00, plus a contingency amount of five percent, or \$ 24,450.00.

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## INTEROFFICE MEMORANDUM

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To: Jane Gerdes, Asst. Dir. PW/Engr.

From: Ed Docekal, Project Engineer

Re: Comprehensive Project Information Related to Council Resolution # 99-29 - An Intergovernmental Agreement between the Village of Downers Grove and the Downers Grove Park District

Date: 21 February 2002

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As requested, attached is information regarding the construction activities taking place at McCollum Park. The activities are authorized by an Intergovernmental Agreement between the Village and the Park District, which was approved as Resolution 99-29 by the Village Council in April 1999. The Agreement essentially provides for the construction of a new building for the park district, in exchange for a lease to build the 67<sup>th</sup> Street Water Storage Tank. The parties also agreed to other considerations, which will be described later.

The following synopsis describes the salient points of the agreement, the various construction projects defined by them, as well as the costs associated with completing the work. The status of the work will also be noted.

A copy of the Intergovernmental Agreement is attached.

### Synopsis of the Intergovernmental Agreement

In exchange for the 67<sup>th</sup> Street Tank site lease, the Village agrees to:

- a. Relinquish title to certain real estate parcels located at Randall Park;
- b. Construct a freestanding building of approximately 2400 square feet, with finished interior and restrooms, paved driveway, paved yard area, building perimeter fencing, and buffering shrubs and trees; and
- c. Cause the demolition of the existing McCollum Park structures at 6801 and 6847 Main Street.

The costs associated with Items A and B are to be borne by the Village, while the costs of demolishing the park structures are to be reimbursed in full by the Park District.

### Project Elements

Four primary project elements have been derived from the agreement. They are:

- a. Construction of the 67<sup>th</sup> Street Water Storage Tank
- b. Demolition of the existing park district structures at McCollum Park
- c. Construction of the Satellite Maintenance Facility at 6847 Main Street, and
- d. Construction and reconfiguration of storm sewers, sanitary sewers, water mains and parking lots to accommodate the other work.

To date, three Capital Improvement Projects have been formally defined:

- |   |                 |
|---|-----------------|
| 1. 67 <sup>th</sup> Street Elevated Water Storage Tank, | Project # 37-96 |
| 2. Park District Satellite Maintenance Facility,        | Project # 04-99 |
| 3. McCollum Park Building Demolition – 6847 Main,       | Project # 31-01 |

In addition, underground construction and parking lot work has been performed as part of other park district and village construction projects. Storm sewer relocation, sanitary service installation, and water main connections for the 67<sup>th</sup> Street Tank were performed under the 2000 Water Main Improvement contract (Project # 04-00). Parking lot repair and reconfiguration was performed by the Park District's paving contractor, with the Village to reimburse the District for costs related to tank construction.

Other capital projects may be bid for work not made a direct part of the building bid, such as the water and sanitary services, as well as for the remaining site work. Thereafter, the only remaining capital project work would be the demolition of the existing buildings at 6801 Main.

### **Project History**

The status of each project element follows.

#### **A. 67<sup>th</sup> Street Elevated Water Tank**

The tank construction contract is nearing completion. The tank is in service and is operating properly. Several punch list items remain. However, once the permanent electric service is connected by ComEd, and the punch list items are completed, the contract can be closed.

The water main connection has been completed, as well as the storm sewer relocation. The sanitary inspection manhole requires minor re-work. The electric service needs to be connected, as well as the telephone lines for the SCADA system. Once the telephone lines are installed, SCADA instrumentation can be also.

#### **B. Park District Building Demolition**

**Bids for demolishing the structures at the site of the new building at 6847 Main Street were opened on 6 Feb 2002. Once the bid is awarded by the Village Council, the work can begin. A demolition permit has been secured.**

**Once the new facility is constructed, and operations are transferred, the current maintenance barn at 6801 Main Street can be demolished.**

#### **C. Satellite Maintenance Facility**

**Plans for the new facility have been forwarded by the architect. The plans and specifications are for the building envelope per se, and do not include civil drawings showing the site exterior work. Site work will be contingent in part on the modifications required by the Village's storm water ordinance. At its extreme, the project could be required to extensively reconfigure the existing detention area to the southeast, and install several hundred feet of storm sewer in addition to that required to drain the paved area around the building. While an estimate is shown for building site work, detention reconfiguration and additional storm sewer costs are not included.**

**A proposal is currently before the Village Council from a consulting engineering firm, and the scope of work**

**will include working with the storm water administrator to determine the project requirements.**

Once the plans are approved by the building department and the storm water administrator, a building permit can be issued and the project bid for construction. It is not known what the review time will be; hence, it is not possible to predict a bid date.

**D. Infrastructure Repair and Reconfiguration**

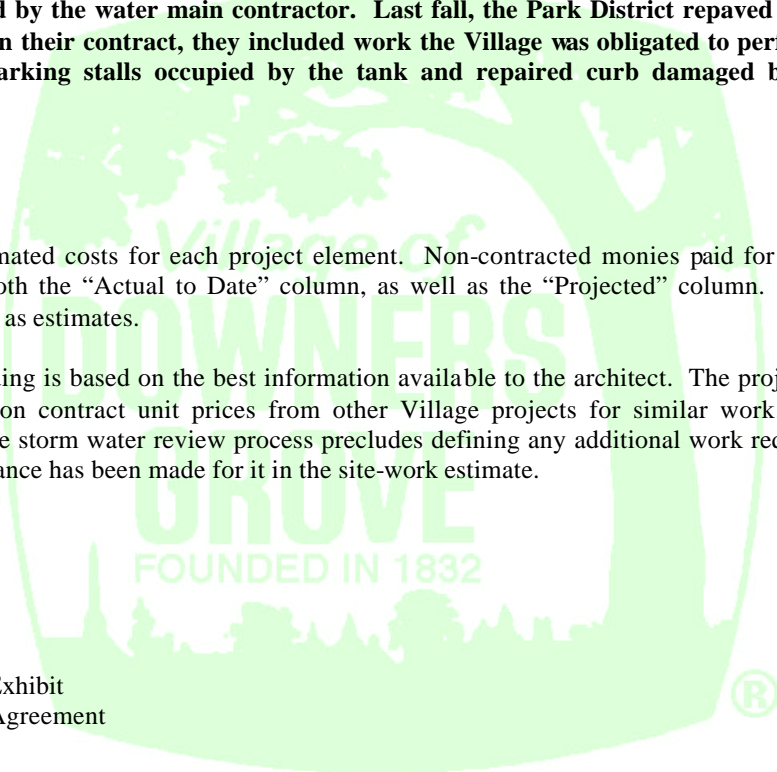
**As noted above, the water main connection to the new storage tank was completed. The parking lot storm sewer relocation was also performed by the water main contractor. Last fall, the Park District repaved all of the McCollum Park parking lots. In their contract, they included work the Village was obligated to perform. The paving contractor replaced parking stalls occupied by the tank and repaired curb damaged by its construction.**

**Project Costs**

Attached is a table showing the estimated costs for each project element. Non-contracted monies paid for work already performed are included in both the “Actual to Date” column, as well as the “Projected” column. Non-contracted future expenses are labeled as estimates.

The estimate shown for the new building is based on the best information available to the architect. The projected expense for the site work is based on contract unit prices from other Village projects for similar work. As mentioned elsewhere, the nature of the storm water review process precludes defining any additional work required for permit approval. Hence, no allowance has been made for it in the site-work estimate.

- Attachments: Projected Expense Exhibit
- Intergovernmental Agreement





November 10, 2003

Mr. Ed Docekal, Village Engineer  
Village of Downers Grove  
Public Works  
5101 Walnut  
Downers Grove, Illinois 60515

Dear Mr. Docekal:

After reviewing the bids submitted for the construction of the Park District Maintenance Facility, I support consideration of the second low bidder. This support is based on the fact the low bidder did not include a cost for storm sewer work in the original bid nor did he include a price for the security system specified in the bid documents. I believe these omissions raise the question as to what other items were forgotten or what was not included along with the submitted bid. This project has been under consideration now for four years and I would like to avoid future delays due to contractor omissions.

Sincerely,

A handwritten signature in cursive script that reads "Gene K. Cromwell".

Gene K. Cromwell  
Director of Parks





Monday, October 20, 2003

Ed Docekal  
Project Manager  
VILLAGE OF DOWNERS GROVE  
5105 Walnut Avenue  
Downers Grove, IL 60515-4674

*Dear Ed,*

We heard from Klein Construction today. They said that they will include the material bins and dumpster pads in their original number. However, the storm and sewer site work will add \$34,000.00 to their base bid. As a result of this increase their number is now lower than Brown Construction by only \$6000.00.

However, Brown included, as opposed to Klein who did not, a \$5000.00 fire alarm system in their base bid. Consequently, their bids are separated by only \$1000.00. For all intents and purposes, they are the same.

In talking to both contractors about their bids both have said that their base bid did not rely on any material or equipment substitutions. They also stated that the drawings were complete and that their numbers reflected this. Either is prepared to start immediately.

While we did not meet with Brown Construction as we did with Klein. I have been impressed with Brown's prompt reply to questions and professional demeanor.

In the end, either contractor would seem to be able to build this facility. Having said that, however, we can't help but wonder why Klein missed including four major pieces of work in their base bid and what this may bode for the future of this project.

Please call, or email, and let us know how you would like to proceed.

Sincerely,

Mark Schaefer  
M RSA Architects

DOCUMENT 00310  
BID FORM

DATE: September 24, 2003

Bidder, Klein Construction Services, Inc., a \* corporation organized and existing under the laws of the State of Delaware, does business as \*\* Klein Construction Services, Inc.

\* Insert corporation, partnership, or individual, as applicable.  
\*\* Insert trade or business name.

TO: Village of Downers Grove Park District  
(Hereinafter called "Owner")

Gentlemen:

DATE September 24, 2003

Bidder, Klein Construction Services, Inc.,  
a \* corporation organized and existing under  
the laws of the State of Delaware,  
does business as \*\* Klein Construction Services, Inc.

\* Insert corporation, partnership, or individual, as applicable.  
\*\* Insert trade or business name.

TO: Village of Downers Grove Park District  
(Hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of: Downers Grove Park District's McCullom Park Satellite Maintenance Facility, Illinois having examined the Bidding Documents prepared by MRSA Architects and Planners, and other related documents and being familiar with site of proposed Work, and with all conditions surrounding construction of proposed Project including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all Work, provide all services, and to construct all Work in accordance with Bidding Documents, within time and amounts stated herein. These amounts are to cover all expenses incurred in performing Work required under Bidding Documents, of which this Bid is a part.

**Addendum Two**

KLEIN ①

Bidder, if awarded contract, hereby agrees to commence Work under this contract on or before a date to be specified in Contract Agreement or written "Notice to Proceed" from Owner and to obtain Substantial Completion of Project within 160 (Bidder to fill in) consecutive calendar days thereafter.  
(Bidder to fill in)

Bid amount shall be expressed in words and in figures. In case of discrepancy, amount shown in figures shall govern.

BASE BID - FOR CONTRACT: Bidder agrees to perform all Work as described in Bidding Documents, for Lump Sum of FOUR HUNDRED FORTY NINE (Bidder to fill in) \_\_\_\_\_  
THOUSAND DOLLARS - (\$ 449,000.00).  
(Bidder to fill in)

The following tasks and materials will be itemized separately yet still be included in base bid total. Provide total estimated quantity as well as unit cost. Each scope of work to be expressed in words and figures. In case of discrepancy, amount shown in words will govern.

Task & Materials 1 - Paving - per specifications (quantity estimate must include driveway)  
(Total quantity estimate) x (Cost per square yard) = (\$ TO BE )  
SUBMITTED

Combination Curb and Gutter - per specifications  
(Total quantity estimate) x (Cost per linear foot) = (\$ TO BE )  
SUBMITTED

Task & Materials 2 - Underground Work  
Pipe x-inch PVC SDR-26 (refer to Civil drawings)  
(Total quantity estimate) x (Cost per linear foot) = (\$ TO BE )  
SUBMITTED

PCC inlets - 3-foot diameter  
W/ Type 8 grate in turf or  
W/ Type 1 frame and grate in pavement  
(Total quantity estimate) x (unit cost) = (\$ TO BE )  
SUBMITTED

Task & Materials 3 - Fencing - per specifications  
(Total quantity estimate) x (Cost per linear foot) = (\$ TO BE )  
SUBMITTED

Following Alternates shall be expressed in words and figures as add/deduct to Base Bid as indicated. Cross out terms, "Add" or "Deduct" as applicable. In case of discrepancy, amount shown in words will govern. See Division 1 for description.

**Addendum Two**

- ALTERNATE 1: Add/Deduct the sum of N/A Dollars (\$ \_\_\_\_\_)
- ALTERNATE 2: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 3: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 4: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 5: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 6: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 7: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 8: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 9: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ALTERNATE 10: Add/Deduct the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Following Unit Prices shall be expressed in words and figures. In case of discrepancy, amount shown in words will govern. See Division 1 for descriptions.

UNIT PRICE 1, additive:

The sum of N/A (\$ \_\_\_\_\_) Dollars Per \_\_\_\_\_

UNIT PRICE 1, deductive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars Per \_\_\_\_\_

UNIT PRICE 2, additive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars Per \_\_\_\_\_

UNIT PRICE 2, deductive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars Per \_\_\_\_\_

UNIT PRICE 3, additive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars Per \_\_\_\_\_

**Addendum Two**

UNIT PRICE 3, deductive:

The sum of N/A (\$ \_\_\_\_\_ ) Dollars Per \_\_\_\_\_

Bidder agrees that this Bid shall be good and will not be withdrawn for period of 60 calendar days after date for opening of bid.

Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities or irregularities therein.

Bid Security attached in sum of <sup>TWO</sup> ~~Twenty~~ <sup>FIVE HUNDRED</sup> ~~Thousand~~ Dollars & 00/100  
(\$ ~~20,000.00~~ ), as required by Instructions to Bidders, becomes property of Owner in event contract agreement is not executed and Performance Bond, and Labor and Material Payment Bonds are not delivered within time set forth.

-2,500.00

Upon notice of award of this Bid, bidder and Owner will execute Contract Agreement prior to start of Work, but not later than 15 days after Notice to Proceed.

Use of American Institute of Architects document: A101 Standard Form of Agreement Between Owner and Contractor, 1997 edition, is hereby made a requirement of the Contract Documents.

If awarded a contract, Contractor shall furnish Performance Bond, and Labor and Material Payment Bond within three days following date agreement is entered into, and prior to commencement of Work. The bidder's Surety for Performance and Payment Bonds will be:

Hanover Insurance Company

**Addendum Two**

Bidder acknowledges receipt of following addenda: 1A, 1B, 2

Respectfully submitted,

Contractor License Number: 60344566

Expiration Date: N/A - Perpetual License

Signature if an Individual: \_\_\_\_\_

Doing Business as: \_\_\_\_\_

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

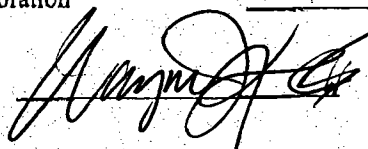
If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_ Member of Firm

\_\_\_\_\_ Member of Firm

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

If a Corporation Klein Construction Services, Inc.

By:  Title: President

Business Address: 475 S. Frontage Road - Ste 206  
Burr Ridge, IL 60527

Telephone Number: (630) 325-1000

END OF DOCUMENT

FAX 325-2225

**Addendum Two**

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Corporation Klein Construction Services, Inc. 475 S. Frontage Rd., Ste #205 Eurr Ridge, IL 60527

as Principal, hereinafter call the Principal, and The Hanover Insurance Company 100 North Parkway Worcester, MA 01605

a corporation duly organized under the laws of the State of New Hampshire as Surety, hereinafter called the Surety, are held and firmly bound unto

Downers Grove Park District 2455 Warrenville Road Downers Grove, IL 60515

as Obligee, hereinafter call Obligee, in the sum of

Twenty-Two Thousand Five Hundred Dollars (\$ 22,500.00 )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for

2003 Satellite Maintenance Facility

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

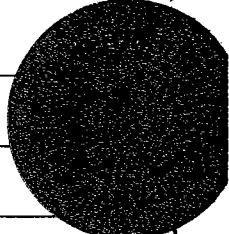
Signed and sealed this 24th day of September 2003

[Signature] (Witness)

Klein Construction Services, Inc. [Signature] (Principal) (Seal) [Signature] (Title) (Seal)

[Signature] (Witness)

The Hanover Insurance Company [Signature] (Surety) [Signature] (Title)



DOCUMENT 00310

BID FORM

DATE: September 24, 2003

Bidder, Brown Building Company, a \* corporation organized and existing under the laws of the State of Illinois, does business as \*\* general contractor.

\* Insert corporation, partnership, or individual, as applicable.

\*\* Insert trade or business name.

TO: Downers Grove Park District  
(Hereinafter called "Owner")

Gentlemen:

DATE September 24, 2003

Bidder, Brown Building Company,

a \* corporation organized and existing under

the laws of the State of Illinois,

does business as \*\* General Contractor.

\* Insert corporation, partnership, or individual, as applicable.

\*\* Insert trade or business name.

TO: Downers Grove Park District  
(Hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of: Downers Grove Park District's McCullom Park Satellite Maintenance Facility, Illinois having examined the Bidding Documents prepared by MRSA Architects and Planners, and other related documents and being familiar with site of proposed Work, and with all conditions surrounding construction of proposed Project including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all Work, provide all services, and to construct all Work in accordance with Bidding Documents, within time and amounts stated herein. These amounts are to cover all expenses incurred in performing Work required under Bidding Documents, of which this Bid is a part.

**Addendum Two**

BROWN

2

Bidder, if awarded contract, hereby agrees to commence Work under this contract on or before a date to be specified in Contract Agreement or written "Notice to Proceed" from Owner and to obtain Substantial Completion of Project within 190 (Bidder to fill in) consecutive calendar days thereafter.

(Bidder to fill in)  
Note: 8 week lead time on steel building  
No winter condition included.  
Bid amount shall be expressed in words and in figures. In case of discrepancy, amount shown in figures shall govern.

BASE BID - FOR CONTRACT: Bidder agrees to perform all Work as described in Bidding Documents, for Lump Sum of \_\_\_\_\_ (Bidder to fill in) Four hundred eighty nine thousand (\$ 489,000 ).  
(Bidder to fill in)

The following tasks and materials will be itemized separately yet still be included in base bid total. Provide total estimated quantity as well as unit cost. Each scope of work to be expressed in words and figures. In case of discrepancy, amount shown in words will govern.

Task & Materials 1 - Paving - per specifications (quantity estimate must include driveway)  
(Total quantity estimate) x (Cost per square yard) = (\$ 35,190 )  
2300 @ \$15.30

Combination Curb and Gutter - per specifications  
(Total quantity estimate) x (Cost per linear foot) = (\$ 3,750 )  
250 @ \$15

Task & Materials 2 - Underground Work  
Pipe x-inch PVC SDR-26 (refer to Civil drawings)  
(Total quantity estimate) x (Cost per linear foot) = (\$ 2970 )  
135 @ \$22

PCC inlets - 3-foot diameter  
W/ Type 8 grate in turf or  
W/ Type 1 frame and grate in pavement  
(Total quantity estimate) x (unit cost) = (\$ 9000 )  
10 @ \$900

Task & Materials 3 - Fencing - per specifications  
(Total quantity estimate) x (Cost per linear foot) = (\$ 10,290 )  
490 @ \$21

Following Alternates shall be expressed in words and figures as add/deduct to Base Bid as indicated. Cross out terms, "Add" or "Deduct" as applicable. In case of discrepancy, amount shown in words will govern. See Division 1 for description.

Addendum Two

- ALTERNATE 1: Add/Deduct the sum of \_\_\_\_\_ (\$ NA )  
Dollars
- ALTERNATE 2: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 3: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 4: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 5: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 6: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 7: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 8: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 9: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars
- ALTERNATE 10: Add/Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Dollars

Following Unit Prices shall be expressed in words and figures. In case of discrepancy, amount shown in words will govern. See Division 1 for descriptions.

UNIT PRICE 1, additive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars Per NA

UNIT PRICE 1, deductive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars Per \_\_\_\_\_

UNIT PRICE 2, additive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars Per \_\_\_\_\_

UNIT PRICE 2, deductive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars Per \_\_\_\_\_

UNIT PRICE 3, additive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars Per \_\_\_\_\_

**Addendum Two**

UNIT PRICE 3, deductive:

The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars Per NA

Bidder agrees that this Bid shall be good and will not be withdrawn for period of 60 calendar days after date for opening of bid.

Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities or irregularities therein.

Bid Security attached in sum of 5% of Proposal Amount (\$ \_\_\_\_\_), as required by Instructions to Bidders, becomes property of Owner in event contract agreement is not executed and Performance Bond, and Labor and Material Payment Bonds are not delivered within time set forth.

Upon notice of award of this Bid, bidder and Owner will execute Contract Agreement prior to start of Work, but not later than 15 days after Notice to Proceed..

Use of American Institute of Architects document: A101 Standard Form of Agreement Between Owner and Contractor, 1997 edition, is hereby made a requirement of the Contract Documents.

If awarded a contract, Contractor shall furnish Performance Bond, and Labor and Material Payment Bond within three days following date agreement is entered into, and prior to commencement of Work. The bidder's Surety for Performance and Payment Bonds will be:

Forster Company

Arlington Heights, IL

**Addendum Two**

Bidder acknowledges receipt of following addenda: #1, #2

Respectfully submitted,

Contractor License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature if an Individual: \_\_\_\_\_

Doing Business as: \_\_\_\_\_

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

If a Partnership: \_\_\_\_\_

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

Member of Firm

\_\_\_\_\_

Member of Firm

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

If a Corporation

Brown Building Company

By: Patrick Brown Title: President

Business Address: 109 Adell Place

Telephone Number: 630 530 9581

END OF DOCUMENT

FAX 530 9570

**Addendum Two**

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Brown Building Company

109 Adell Place, Elmhurst, IL 60126

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Fidelity & Guaranty Insurance Company,

of 385 Washington Street, St. Paul, MN 55102, a corporation duly organized under

the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

Downers Grove Public Works Facility  
5101 Walnut Avenue, Downers Grove, IL 60515 as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount -----

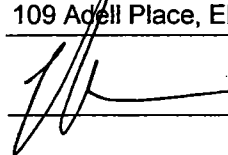
Dollars (\$ 5% of Bid Amount ) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Satellite Maintenance Facility

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

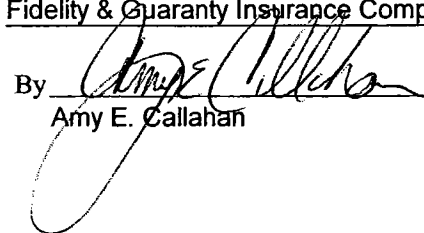
Signed and sealed this 24th day of September, 2003.


Brown Building Company  
109 Adell Place, Elmhurst, IL 60126 (Seal)  
Principal

 PRESIDENT  
Title

\_\_\_\_\_  
Witness

Fidelity & Guaranty Insurance Company

By   
Amy E. Callahan Attorney-in-Fact

  
\_\_\_\_\_  
Witness