

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**SEPTEMBER 13, 2011 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Fleet Services Facility Roof Replacement Project	Resolution Ordinance ✓ Motion Discussion Only	Michael Baker Deputy Village Manager

**SYNOPSIS**

A motion is requested to authorize award of a contract to Knickerbocker Roofing and Paving Company of Harvey, Illinois in the amount of \$168,594 for the removal and replacement of the roof on the Fleet Services Building.

**STRATEGIC PLAN ALIGNMENT**

The goals 2011-2018 identified *Top Quality Village Infrastructure & Facilities*.

**FISCAL IMPACT**

The Village has received a grant for \$120,000 from the State of Illinois for the roof replacement project. The balance of the project costs will be paid from funding budgeted in the Major Buildings Fund.

**RECOMMENDATION**

Approval on the September 20, 2011 consent agenda.

**BACKGROUND**

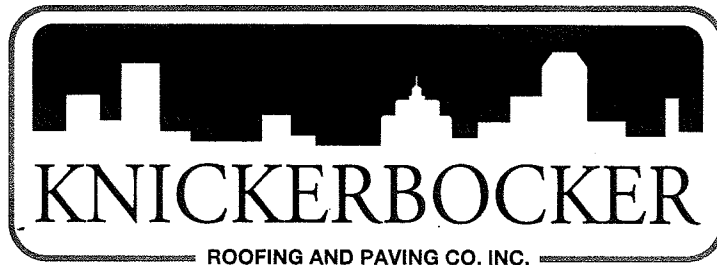
The existing Fleet Maintenance Facility roof has outlived its useful life. There are two layers of roofing material on it which must be removed down to the metal deck before new insulation and roof material can be installed in accordance with the 2009 Illinois Energy Conservation Code (IECC).

A request for proposal (RFP) was created and made available on the Village's e-procurement website for this project. The Village received proposals from three qualified contractors, which are listed below. Knickerbocker Roofing submitted the most competitive proposal and met all other requirements to perform this work. This company most recently completed a roofing project for the Village in 2007 and performed in a satisfactory manner.

<b>Vendor</b>	<b>Located in</b>	<b>Proposal Amount</b>
Knickerbocker Roofing	Harvey, Illinois	\$168,594.00
J.L. Adler Roofing	Joliet, Illinois	\$182,910.00
Roofs Inc.	Lyons, Illinois	\$182,000.00

**ATTACHMENTS**

Contract Form



16851 SOUTH LATHROP AVENUE • HARVEY, ILLINOIS 60426-6030  
(708) 339-7260 • FAX (708) 339-3806

*\$168,594.00*

August 4<sup>th</sup>, 2011

Theresa H. Tarka  
Purchasing Assistant  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

Re: Roof Replacement Fleet Services Building

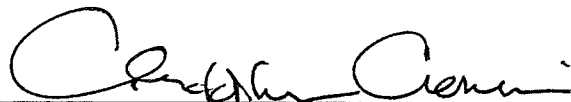
Ms. Tarka,

We will provide all of the labor, material and equipment required to complete the identified work as specified in Section III Detail Specifications on page 17 of the provided bid documents for the price of: \$155,000.00

Alternate #1

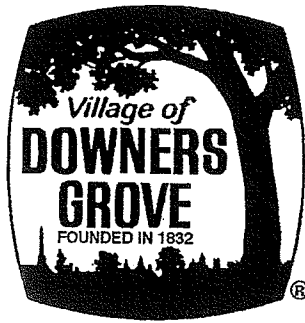
We will provide a 1/8" Tapered Insulation System (minimum R value = 20) in lieu of the specified Base Bid Flat Stock Insulation. Add: \$44,000.00

Sincerely,  
Knickerbocker Roofing & Paving Co., Inc.

  
Christopher M. Cronin

CHRISTOPHER M. CRONIN • ROBERT C. CRONIN • PAUL V. CRONIN  
MARK A. CRONIN, III • MARK W. MORAN • BRIAN J. CRONIN

OVER 100 YEARS OF SERVICE



## ® REQUEST FOR PROPOSAL

Name of Proposing Company: Knickerbocker Roofing & Paving Co., Inc.

Project Name: Roof Replacement Fleet Services Building  
Proposal No.: RFP-0-34-2011/tt  
Proposal Due: August 4, 2011, 10:00 a.m.  
Pre-Proposal Conference: None

**Required of All Proposers:**

Deposit: No  
Letter of Capability of Acquiring Performance Bond: No

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: Yes  
Certificate of Insurance: Yes

Legal Advertisement Published: July 22, 2011  
Date Issued: July 22, 2011  
This document consists of 27 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

## I. REQUEST FOR PROPOSALS

### 1. GENERAL

- 1.1 ~~Notice is hereby given that Village of Downers Grove will receive sealed Proposals up to~~  
August 4, 2011, 10:00 a.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

### 2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our Proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

**7. TAX EXEMPTION**

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

**8. RESERVED RIGHTS**

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

**II. TERMS AND CONDITIONS**

**9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**10. USE OF VILLAGE'S NAME**

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

**11. SPECIAL HANDLING**

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, , and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

Village of Downers Grove

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; 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.

- 15.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) 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.
- 15.1.3 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 services.
- 15.1.4 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 Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, 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.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this 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 with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In

## Village of Downers Grove

program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

### 18. PREVAILING WAGE ACT

- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the Contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 18.6 Any bond furnished as security for performance shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*
- ### 19. PATRIOT ACT COMPLIANCE
- 19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals,

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occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the

## Village of Downers Grove

Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

24.2 As a condition of responsiveness, the Contractor agrees to submit with its Proposal , an executed Buy America Certificate, attached hereto.

### **25. CAMPAIGN DISCLOSURE**

25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

25.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **26. SUBLETTING OF CONTRACT**

26.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this Contract.

### **27. TERM OF CONTRACT**

27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

### **28. TERMINATION OF CONTRACT**

28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor , for any reason and/or in the event that sufficient funds to

## Village of Downers Grove

### **31. STANDARD OF CARE**

- 31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s)' failure to perform its work in accordance with contract documents.

### **32. GOVERNING LAW**

- 32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

### **33. SUCCESSORS AND ASSIGNS**

- 33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

### **34. WAIVER OF CONTRACT BREACH**

- 34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

### **35. AMENDMENT**

- 35.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

### **36. NOT TO EXCEED CONTRACT**

- 36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or

### **III. DETAIL SPECIFICATIONS**

The Village of Downers Grove is seeking a qualified roofing contractor to remove and replace the roof on its Fleet Service Building, which is approximately 14,700 sq. ft. The building is located at 700 Curtiss St., Downers Grove.

The Contractor shall do the following:

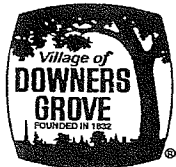
1. Remove and properly dispose of all existing roofing, insulation and flashings down to the metal deck.
2. Mechanically fasten 1 layer of 3.3" Polyisocyanate Roof Insulation to metal deck following manufacturer's recommended fastening pattern for a 20 year warranty.
3. Fully adhere .25" DensDeck Prime cover board (or equivalent) in manufacturer's approved adhesive, per manufacturer's recommended application rate.
4. Fully adhere 60 mil white John Manville (or equivalent) reinforced PVC roof membrane in manufacturer's approved adhesive per manufacturer's recommended application rate.
5. Properly install all flashings required per manufacturer's flashing details.
6. Re-use existing gutters and downspouts. All gutters and downspouts damaged during roof demolition need to be replaced to match existing.
7. Replace existing expansion joint on east perimeter of the roof with a new manufacturer's approved expansion joint.
8. Replace existing coping cap on west perimeter of the roof with new to match existing.
9. Re-use wood sleepers beneath existing HVAC equipment utilizing additional tack welded 60 mil PVC to provide a protection layer.
10. Remove existing wood block pipe supports and install Miro Industries (or equivalent) pipe supports. Utilize additional tack welded 60 mil PVC beneath new supports to provide additional protection layer.
11. Provide a manufacturer's 20 year, labor and material No Dollar Limit Warranty.
12. Contractor is responsible for maintaining water proof roof during replacement.

Contractor's Performance Requirements:

1. Must have a minimum of 10 years experience working with and installing PVC roofing.
2. Must be able to provide 3 projects of similar size and scope identifying nature of project, contact name, telephone number, and dates of completion.
3. Must provide written certification from manufacturer that Contractor is authorized to install the specific product.
4. Roof must be installed and inspected before September 30<sup>th</sup>, 2011.

Appointments and Questions

1. Appointments to view and inspect current roofing are required. Please contact Dann Fitzpatrick at 630-434-5551 (M-F) 7:00- 3:30 p.m. for an appointment. All questions should be directed to Theresa H. Tarka , Purchasing Department, at (630) 434-5530 or fax (630) 434-5571.



### VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Knickerbocker Roofing & Paving Co., Inc.

ADDRESS: 16851 S. Lathrop Ave.

CITY: Harvey

STATE: Illinois

ZIP: 60426

PHONE: 708-339-7260 FAX: 708-339-3806

TAX ID #(TIN): 36-2391016

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company -Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

SIGNATURE: [Signature] DATE: 08/04/11

**PROPOSER'S CERTIFICATION** (page 2 of 3)

BY: *Christopher Cronin*  
Proposer's Authorized Agent

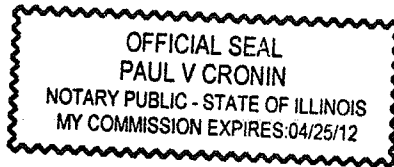
36-2391016

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me

this 4<sup>th</sup> day of August, 2011.



*Paul V. Cronin*  
Notary Public)

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Knickerbocker Roofing & Paving Co., Inc. and the full names of its Officers are as follows:

President: Christopher M. Cronin

Secretary: Mark A. Cronin III

Treasurer: Paul V. Cronin

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: Knickerbocker Roofing & Paving Co., Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Proposal.**

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Christopher M. Cronin

Signature: 

Date: 08/04/11

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: Knickerbocker Roofing & Paving Co., Inc.

Address: 16851 S. Lathrop Ave.

City: Harvey Zip Code: 60426

Telephone: (708) 339-7260 Fax Number: (708) 339-3806

E-mail Address: brianc@knickroof.com

Authorized Company Signature: 

Print Signature Name: Christopher M. Cronin Title of Official: President

Date: 08/04/11

**Western Surety Company  
101 South Phillips Avenue  
P.O. Box 5077  
Sioux Falls, SD 57117-5077**

August 2, 2011

Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

RE: Knickerbocker Roofing & Paving Co., Inc.  
16851 South Lathrop  
Harvey, Illinois 60426

Project: Roof Replacement for Fleet Services Building  
Project Estimate: \$150,000

To Whom It May Concern:

We are providing this information at the request of our principal.

Please be advised that Western Surety Company currently provides bonding credit to Knickerbocker Roofing & Paving Co., Inc. Their single limit is \$2,000,000 with an aggregate of \$10,000,000.

We continue to be confident in Knickerbocker Roofing & Paving Co., Inc.'s ability to perform and we recommend them for your favorable consideration

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Sincerely,  
Western Surety Company



Christine Eitel  
Attorney-In-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John E Adams, Gerald C Olson, Ila Delman, Susan K Landreth, Mary Ann Powell, Pam J Klasen, Art Pedraza, Gregory A Field, Mark V Baechle, Christine Eitel, Kimberly Bragg, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 20th day of April, 2011.



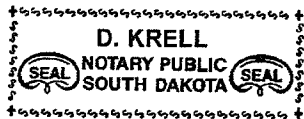
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of April, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2 day of August, 2011.



WESTERN SURETY COMPANY

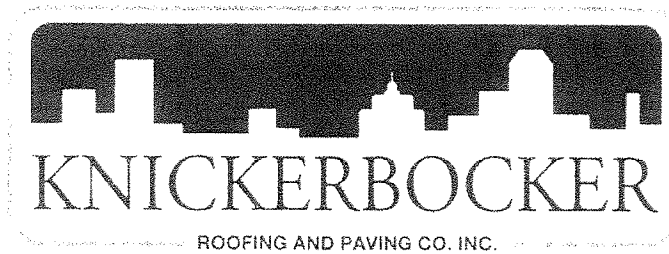
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



16851 SOUTH LATHROP AVENUE • HARVEY, ILLINOIS 60426-6030  
(708) 339-7260 • FAX (708) 339-3806

August 12, 2011

Mr. Dann Fitzpatrick  
Facilities Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

Re: Adjacent Roof of the Fleet Services Building

Mr. Fitzpatrick,

Per your request, we offer this roofing proposal for the adjacent roof (west) of the Fleet Services Building. Per our site examination, the existing roof assembly is as follows: concrete roof deck, asphaltic base sheet adhered to the deck, .5 fiberglass insulation adhered to the base sheet, and smooth modified bitumen membrane adhered to the insulation. On this area we will:

1. Remove all debris from the roof area (+/- 1,200 sf) and prime the existing membrane.
2. Remove all flashings.
3. Fully adhere .25" DensDeck Prime Cover Board to the membrane.
4. Fully adhere 60 mil Sarnafil PVC to the cover board.
5. Fully adhere new flashings to the walls, roof edge, capped curb and flue stacks.
6. Install sheet metal counterflashings per manufacturer's recommendations.
7. Re use existing sheet metal coping (replace deteriorated where necessary, to match existing).
8. Include this roof area with the fleet Services Building 20 yr NDL manufacturer's roof warranty.
9. Abide by all language included in our signed, previously provided REQUEST FOR PROPOSAL bid form as submitted on August 4<sup>th</sup>, 2011.

CHRISTOPHER M. CRONIN • ROBERT C. CRONIN • PAUL V. CRONIN  
MARK A. CRONIN, III • MARK W. MORAN • BRIAN J. CRONIN

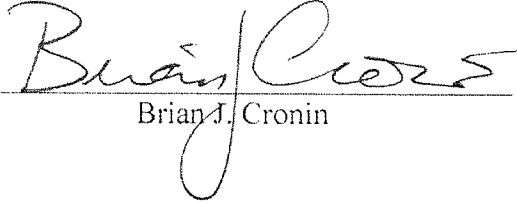
OVER 100 YEARS OF SERVICE

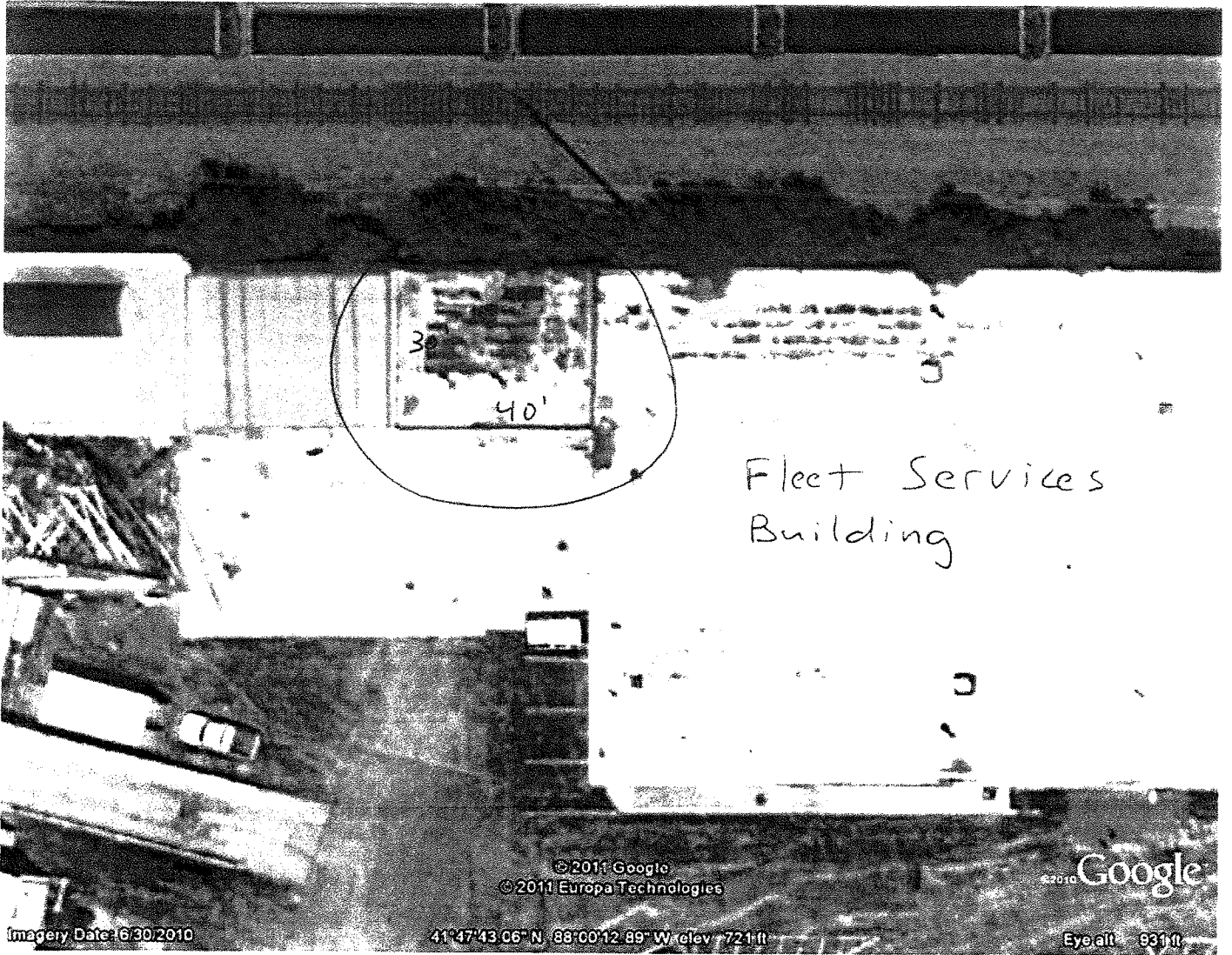


Our price to provide all of the above is: \$ 13,594.00

Exclusions: Required modification to existing roof gas line, masonry.

Sincerely,  
Knickerbocker Roofing & Paving Co., Inc.

  
Brian J. Cronin



3

40'

Fleet Services  
Building

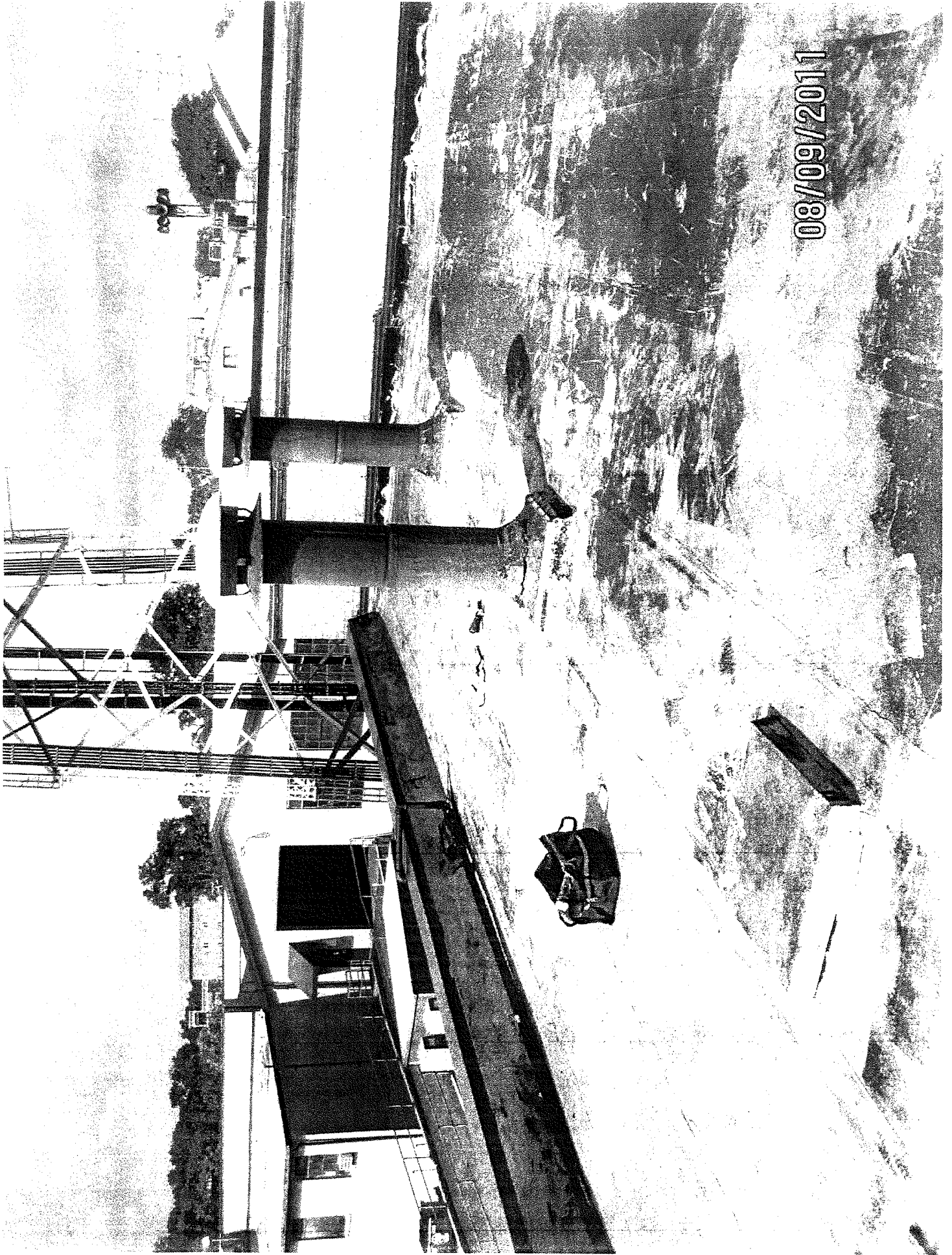
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Imagery Date: 6/30/2010

41°47'43.06" N, 88°00'12.89" W, elev: 721 ft

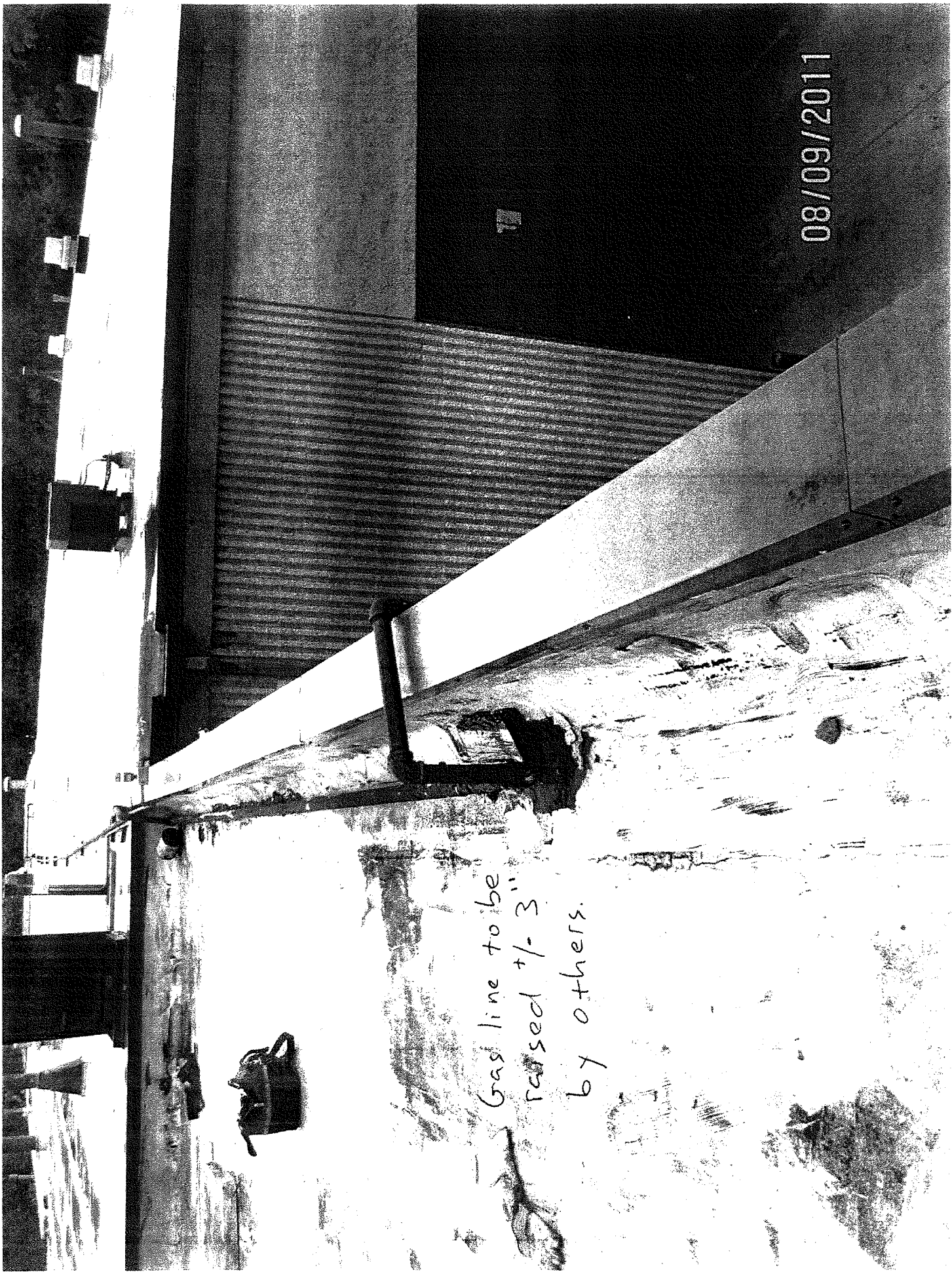
Eye alt 831 ft



08/09/2011

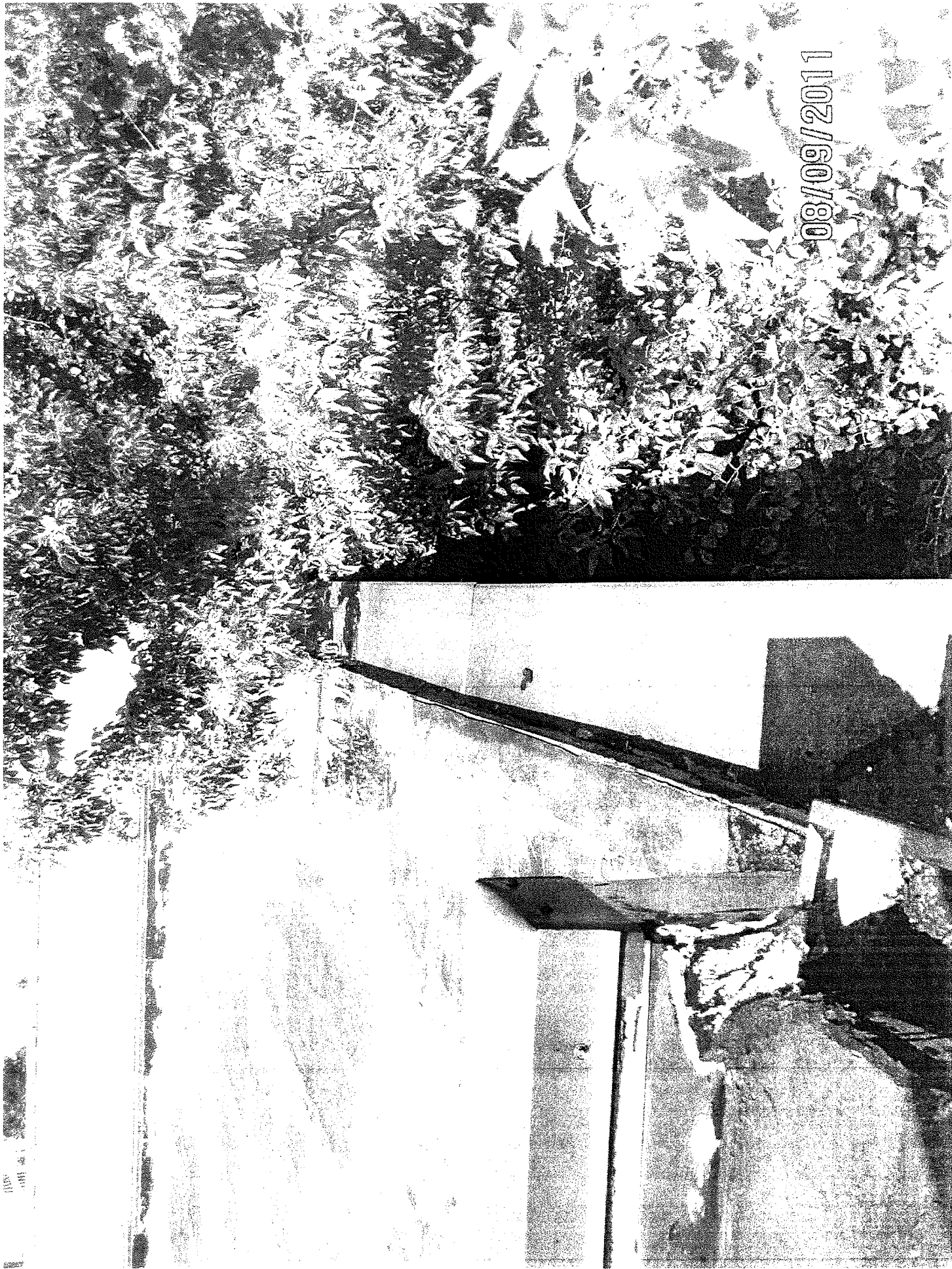
08/09/2011

Gas line to be  
raised +/- 3"  
by others.





08/09/2011



08/09/2011