

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**7/6/2021**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Contract for 2021 Pavement Striping Maintenance	Andy Sikich Public Works Director

**SYNOPSIS**

A motion is requested to award a contract for pavement marking striping maintenance to Precision Pavement Marking, Inc., in the amount of \$90,000.00.

**STRATEGIC PLAN ALIGNMENT**

The strategic goals for 2019-2021 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY21 budget includes \$90,000 for this project in the Capital Projects Fund.

**RECOMMENDATION**

Approval on the July 6, 2021 consent agenda.

**BACKGROUND**

The Village has over 26 miles of thermoplastic pavement markings comprised of stop bars, centerlines, lane lines and turn arrows. Over time they wear and require replacement due to normal weathering, traffic, snow plowing and construction activities. Staff's observations indicate that the average life of thermoplastic pavement markings in the Village is approximately four years.

This project is recommended to be completed through a cooperative purchasing contract with DuPage County's 2021 Pavement Marking Maintenance Contract, which included a Joint Purchase line item and allows for pricing to be extended to local governments in accordance with the provisions of the Village Purchasing Policy.

Staff recommends award of this contract to Precision Pavement Marking Inc.

**ATTACHMENTS**

Contract Documents



**Illinois Department  
of Transportation**

**Local Public Agency Formal Contract**



Contractor's Name

**Precision Pavement Marking, Inc.**

Contractor's Address

**1220 Bell Court**

City

**Pingree Grove**

State

**IL**

Zip Code

**60140**

STATE OF ILLINOIS

Local Public Agency

**County of DuPage**

County

**DuPage**

Section Number

**21-PVMKG-09-GM**

Street Name/Road Name

**2021 Pavement Marking Maintenance**

Type of Funds

**Motor Fuel Tax**

☒ CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

*Christopher Anydes*

*04/15/21*

**For a Municipal Project**

Submitted/Approved/Passed

Signature

Date

Official Title

**Department of Transportation**

☐ Concurrence in approval of award

Regional Engineer Signature


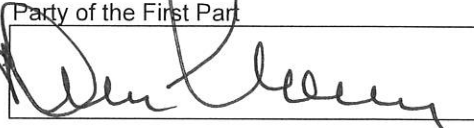
Date


**County Engineer  
On-behalf of IDOT pursuant to  
Agreement of Understanding dated  
August 7, 2012**

Local Public Agency	Local Street/Road Name	County	Section Number
County of DuPage	2021 Pavement Marking Maintenance	DuPage	21-PVMKG-09-GM


- THIS AGREEMENT, made and concluded the 15<sup>th</sup> day of April, 2021 between the County DuPage of DuPage, known as the party of the first part, and Precision Pavement Marking, Inc., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-PVMKG-09-GM in County of DuPage, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:	The	County	of	DuPage
		Local Public Agency Type		Name of Local Public Agency
Clerk	Date	Party of the First Part	Date	
	4/14/21		4/13/21	
(SEAL)		(If a Corporation)		

	Corporate Name
	Precision Pavement Marking, Inc.
	President, Party of the Second Part
By:	
	3/25/21
(SEAL)	(If a Limited Liability Corporation)

	LLC Name
	Manager or Authorized Member, Party of the Second Part
By:	
	(If a Partnership)

Attest:	Partner	Date
Secretary		3/25/21
	Partner	Date

	Partners doing Business under the firm name of
	Party of the Second Part
	(If an individual)

	Party of the Second Part	Date



Contract Bond

Bond # 141549T



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	Various	21-PVMKG-09-GM

Bond information to be returned to Local Public Agency at Div. of Trans., 421 N. County Farm Rd, Wheaton, IL 60187  
Complete Address

We, Precision Pavement Marking, Inc.

Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and

Ohio Farmers Insurance Company

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of  
**FOUR HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED NINETY-ONE**

Dollars ( \$421,891.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 26th day of March, 2021  
Day Month and Year

PRINCIPAL

Company Name

Precision Pavement Marking, Inc.

Company Name

By

Signature & Title

Date

[Signature], VP 3/26/21

By

Signature & Title

Date

Attest

Signature & Title

Date

Bill J. Sadowski, Corp. Secretary 3/26/21

Attest

Signature & Title

Date

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

Bond # 141549T

STATE OF IL

COUNTY OF Kane

I, Alma R. Benitez, a Notary Public in and for said county, do hereby certify that

Notary Name

Alfredo Salazar, Billy J. Salazar  
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of March, 2021  
Day Month, Year

(SEAL)



Notary Public Signature

Alma R. Benitez

Date commission expires 6/29/24

**SURETY**

Name of Surety

Ohio Farmers Insurance Company

Title

By: John G. Kelly

John G. Kelly, Attorney-in-Fact

STATE OF IL

COUNTY OF Kane

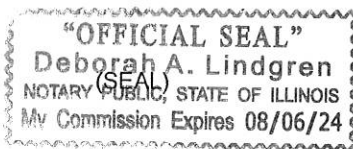
I, Deborah A. Lindgren, a Notary Public in and for said county, do hereby certify that

Notary Name

John G. Kelly  
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of March, 2021  
Day Month, Year



Notary Public Signature

Deborah A. Lindgren

Date commission expires 8-6-24

Approved this 15<sup>th</sup> day of April, 2021  
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

Jean Kaymak

4/14/21

County

Clerk

Local Public Agency Type

Awarding Authority

County of DuPage

Awarding Authority Signature

Date

Don Brown

4/13/21



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/21/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1211492 05

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**JOHN G. KELLY, SUSAN ONORI, CHERYL KLEINER, JOINTLY OR SEVERALLY**

of ELGIN and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MAY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MAY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26<sup>th</sup> day of March A.D., 2021.



Secretary

Frank A. Carrino, Secretary

## ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois )  
COUNTY OF Kane ) ss.

On this 26<sup>th</sup> day of March, 2021 personally appeared  
before me John G. Kelly

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said  
John G. Kelly

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Deborah A. Lindgren  
"OFFICIAL SEAL"  
Deborah A. Lindgren  
Notary Signature and stamp  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 08/06/24

BD 5439 OF (1-00)

<b>RETURN WITH BID</b>
------------------------

**ADDENDUM NO. 1**  
**February 9, 2021**  
**2021 PAVEMENT MARKING MAINTENANCE**  
**SECTION 21-PVMKG-09-GM**

1. “#10 A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: \_\_\_\_\_ Treasurer of \_\_\_\_\_. The amount of the check is \_\_\_\_\_.”

**DELETE PAGE 3 OF BLR 12200 AND REPLACE WITH THE ATTACHED PAGE OF BLR 12200.**

By Order of  
County of DuPage  
\_\_\_\_\_  
(Awarding Authority)

Christopher C. Snyder, P.E.  
\_\_\_\_\_  
County Engineer



RETURN WITH BID

ADDENDUM #1

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
DuPage County Division of Trans	DuPage	21-PVMKG-09-GM	2021 Pavement Marking Mainte

PROPOSAL

- Proposal of \_\_\_\_\_ Contractor's Name \_\_\_\_\_  
Contractor's Address \_\_\_\_\_
- The plans for the proposed work are those prepared by DuPage County Division of Transportation and approved by the Department of Transportation on \_\_\_\_\_.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within \_\_\_\_\_ working days or by 12/03/21 unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: \_\_\_\_\_ Treasurer of \_\_\_\_\_  
The amount of the check is \_\_\_\_\_ (\_\_\_\_\_).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-PVMKG-09-GM



**Illinois Department  
of Transportation**

**Local Public Agency  
Formal Contract Proposal**



**COVER SHEET**

**Proposal Submitted By:**

Contractor's Name

Precision Pavement Markings, Inc.

Contractor's Address

1220 Bell Court

City

Pingree Grove

State

IL

Zip Code

60140

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

21-PVMKG-09-GM

Route(s) (Street/Road Name)

2021 Pavement Marking Maintenance

Type of Funds

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

**For Local Public Agency:**

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature

Date

Official Title

**Department of Transportation**

Released for bid based on limited review

Regional Engineer Signature

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
DuPage County Division of Trans	DuPage	21-PVMKG-09-GM	2021 Pavement Marking Mainte

**NOTICE TO BIDDERS**

Sealed proposals for the project described below will be received at the office of DuPage County Division of Transportation

421 North County Farm Road, 2nd Floor, Wheaton, IL 60187-2553 until 2:00 PM on 02/23/21  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of DuPage County Division of Transportation

421 North County Farm Road, 2nd Floor, Wheaton, IL 60187-2553 at 2:00 PM on 02/23/21  
 Address Time Date

**DESCRIPTION OF WORK**

Location	Project Length
Various Routes	

**Proposed Improvement**

Removal of existing pavement markings and installation of thermoplastic, urethane, and spray thermoplastic pavement markings, and recessed pavement markers.

1. Plans and proposal forms will be available in the office of

online at <http://www.dupageco.org/dot/doingbusiness> or by contacting the DuPage County Division of Transportation at (630) 407-6900.

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- DuPage County Apprenticeship or Training Program Certification  
(all Apprenticeship/Training Registration Number(s) and/or Certificate(s) need to be included with this form)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- DuPage County – Required Vendor Ethics Disclosure Statement
- IRS Form W-9: Request for Taxpayer Identification Number and Certification
- Three (3) References Form
- Joint Purchasing Authorization

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	21-PVMKG-09-GM	2021 Pavement Marking Maintenance

**PROPOSAL**.. Proposal of Precision Pavement Markings, Inc.

Contractor's Name

1220 Bell Court, Pingree Grove, IL 60140

Contractor's Address

2. The plans for the proposed work are those prepared by DuPage County Division of Transportation and approved by the Department of Transportation on \_\_\_\_\_.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by 12/03/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.  
The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: \_\_\_\_\_ Treasurer of \_\_\_\_\_.  
The amount of the check is \_\_\_\_\_ (\_\_\_\_\_).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-PVMKG-09-GM.



Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	21-PVMKG-09-GM	2021 Pavement Marking Maintenance

## CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	21-PVMKG-09-GM	2021 Pavement Marking Mainte

# SIGNATURES

an individual)


Signature of Bidder		Date
<div></div>		<div></div>
Business Address		
<div></div>		
City	State	Zip Code
<div></div>	<div></div>	<div></div>

(If a partnership)

Firm Name		
<div></div>		
Signature		Date
<div></div>		<div></div>
Title		
<div></div>		
Business Address		
<div></div>		
City	State	Zip Code
<div></div>	<div></div>	<div></div>

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
Precision Pavement Markings, Inc.		
Signature		Date
		3/25/21
Title		
President		
Business Address		
1220 Bell Court		
City	State	Zip Code
Pingree Grove	IL	60140

Insert Names of Officers

President
Alfredo Salazar



Attest:

  
Secretary

Secretary

Billy J. Salazar

Treasurer

Alfredo Salazar Jr.

## RETURN WITH BID



## SCHEDULE OF PRICES

Contractor's Name: **Precision Pavement Markings, Inc.**Local Public Agency: **DuPage County DOT**County: **DuPage**Section: **21-PVMKG-09-GM**Route: **2021 Pavement Marking Mainten**

## Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

## Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	20000	\$3.69	73,800.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	40000	\$0.50	20,000.00
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	71300	\$0.75	53,475.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	11600	\$1.00	11,600.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	46000	\$1.50	69,000.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	8500	\$3.69	31,365.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	490000	\$0.19	93,100.00
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	360	\$5.00	1,800.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	6000	\$0.50	3,000.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2600	\$0.75	1,950.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	100	\$1.00	100.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	1100	\$1.50	1,650.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	300	\$5.00	1,500.00

## RETURN WITH BID

Item No.	Items	Unit	Quantity	Unit Price	Total
14	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	124600	\$0.30	37,380.00
15	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$18.00	9,000.00
16	REPLACEMENT REFLECTOR	EACH	500	\$9.00	4,500.00
17	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$1.00	1.00
18	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	3000	\$2.89	8,670.00
Bidder's proposal for making entire improvements				<b>\$421,891.00</b>	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



# Apprenticeship or Training Program Certification

**Return to Buyer and with Bid**

Route Various  
County DuPage  
Local Agency DuPage County D.O.T.  
Section Number 21-PVMKG-09-GM

## ***All contractors are required to complete the following certification:***

☐ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

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The County of DuPage policy, adopted in accordance with the provisions of DuPage County, Illinois County Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to 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 or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

Dept. of Labor Incoperation with Office of Apprenticeship - Pavement Striper

Registration No. IL 004123835

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IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

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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. The bidder 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. The Department 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. In order to fulfill the participation requirement, it shall not be necessary that any 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 or deliver and install proposal.

Bidder: Precision Pavement Marking, Inc.

Address: 1220 Bell Court, Pingree Grove, IL 60140

By:   
 (Signature)  
 Title: Corporate Secretary

The United States Department of Labor  
Office of Apprenticeship  
Certificate of Registration of Apprenticeship Program

Precision Pavement Markings, Inc.  
Elgin, Illinois

For the Trade - Pavement Striper

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

February 14, 2012

Date

Revised: February 9, 2016

Registration No.

IL004123835



Secretary of Labor

*AC E. G. R.*

Administrator, Office of Apprenticeship

*Jul V. Hall*





# Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	Various	21-PVMKG-09-GM

I, Alfredo Salazar of Pingree Grove, Illinois,  
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Precision Pavement Markings, Inc.  
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Precision Pavement Markings, Inc., will maintain a business office in the  
Bidder  
 State of Illinois, which will be located in Kane County, Illinois.  
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	3/25/21

Print Name of Affiant
Alfredo Salazar

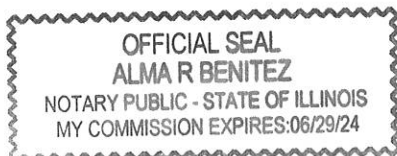
## Notary Public

State of IL

County Kane

Signed (or subscribed or attested) before me on 3/25/21 by  
(date)

Alfredo Salazar, authorized agent(s) of  
(name/s of person/s)  
Precision Pavement Markings, Inc.  
Bidder



(SEAL)

Signature of Notary Public
My commission expires <u>6/29/24</u>



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

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

Bid/Contract/PO #: 21-PVMKG-09-GM

Company Name: Precision Pavement Markings, Inc.	Company Contact: Billy J. Salazar
Contact Phone: 847-931-9092	Contact Email: estimating@precisionpavement.com

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

## Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Billy J. Salazar  
 Printed Name Billy J. Salazar  
 Title Corporate Secretary  
 Date 3/25/21

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

2021 PAVEMENT MARKING MAINTENANCE  
SEC. 21-PVMKG-09-GM

## REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	2020 Pavement Marking
FIRM	City of Joliet
ADDRESS	150 W. Jefferson St., Joliet, IL 60432
CONTACT	Margaret E. McEvilly
TELEPHONE	815-724-3926

PROJECT	2020/21 Pavement Marking
FIRM	Village of Bolingbrook
ADDRESS	375 W. Briarcliff Rd., Bolingbrook, IL 60440
CONTACT	Ivan S. Straka
TELEPHONE	630-226-8858

PROJECT	2020 City-Wide Pavement Marking
FIRM	City of Rockford
ADDRESS	425 E. State St., Rockford, IL 61104
CONTACT	Larry Graham
TELEPHONE	779-348-7164

RETURN WITH BID

# Joint Purchasing Authorization

County DuPage  
 Local Public Agency DuPage County D.O.T  
 Section Number 21-PVMKG-09-GM  
 Route Various

## JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.?  
 The approximate quantity usage is unknown.

YES   X   NO                      \*\*

\*\* Failure to complete this form will result in a default assumption of a "NO" response.

State any other requirements that they would have to meet beyond that of our Bid Invitation and Specifications.

None

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.