



Village of
Elmwood Park

Angelo "Skip" Saviano
Village President
Gina Pesko
Village Clerk
Paul A. Volpe
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan T. Kaminski
Jeff Sargent
Angela Stranges
Anthony Del Santo
Angelo J. Lollino
Jonathan L. Zivojnovic

Mr. Thomas Haley
THaley@iiffc.org

October 19, 2018

RE: Freedom of Information Act Request

Dear Mr. Haley,

The Village of Elmwood Park is in receipt of your October 18, 2018, Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") for the following records:

"1) Please provide the bid tabulations 2) Please advise of the projects have been awarded, to whom it's been awarded, the start date, and estimated end date 3) Please provide a list of sub contractors if applicable. (Sidewalk Removal and Replacement Program project)"

Enclosed are copies of records responsive to your request.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Gina Pesko, Village Clerk
Freedom of Information Officer
Village of Elmwood Park
708-452-3948

VILLAGE OF ELMWOOD PARK
 2018 50/50 SIDEWALK PROGRAM 4-9-18 11:00A

IN ORDER OF OPENING

CONTRACTOR	BID BOND	TOTAL BID AMOUNT	5IN	6IN
GLOBE CONSTRUCTION	YES	\$136,500.00	\$9.50	\$12.00
WHITE LINE CONSTRUCTION	YES	\$97,650.00	\$7.00	\$6.75
STRADA CONSTRUCTION	YES	\$94,570.00	\$6.75	\$6.80
RAI CONCRETE	YES	\$158,200.00	\$11.00	\$14.00
SCHROEDER & SCHROEDER	YES	\$84,350.00	\$6.00	\$6.25
KAD CONSTRUCTION	CHECK	\$77,000.00	\$5.50	\$5.50
A-LAMP CONCRETE	YES	\$120,400.00	\$8.50	\$9.50

Present for Opening:

Gina Clerk, Village Clerk
 Kim Parrilli, Asst Village Manager
 Dino Braglia, Director Public Works

START DATE APRIL 1
 EST END DATE OCT 1

RESOLUTION NO. 716-18

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
TO KAD CONSTRUCTION & MANAGEMENT, LLC
FOR THE 2018 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 7TH DAY OF MAY, 2018

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Elmwood Park, Illinois this
7th day of May, 2018.

RESOLUTION NO. 714 -18

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
TO KAD CONSTRUCTION & MANAGEMENT, LLC
FOR THE 2018 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM**

WHEREAS, the corporate authorities of the Village of Elmwood Park did advertise for bids for the 2018 Sidewalk Removal and Replacement Program (the "Program"); and

WHEREAS, a bid opening was conducted on April 9, 2018 and the lowest responsible bidder for the Program was KAD Construction and Management, LLC, in the amount of \$5.50 per square foot.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

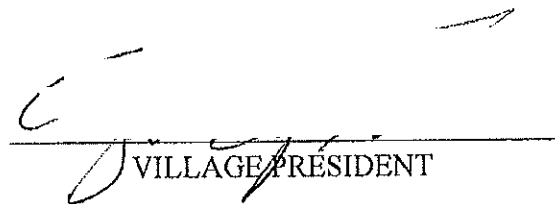
Section 1. The corporate authorities hereby accept the bid of and award a contract to KAD Construction and Management, LLC for the Program, in the amount of \$5.50 per square foot.

Section 2. The Village President and the Village Clerk are hereby authorized and directed to execute and to attest, respectively, a contract with KAD Construction and Management, LLC for the Program, in the amount of \$5.50 per square foot.

Section 3. This Resolution shall be in full force and effect upon its adoption as provided by law.

ADOPTED this 7th day of May, 2018.

AYES: 7
NAYS: 0
ABSENT: 0


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract made this 9th day of April, 2018 between the Village of Elmwood Park (the "Village"), and KAD Construction Management LLC, the Contractor, for the Village of Elmwood Park 2018 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Village and the agreements set forth in the Proposal hereto attached, to be made Contractor, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Village of Elmwood Park 2018 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM

in strict compliance with Notice to Bidders and Invitation for Bids, the Specifications, Special Provisions, Proposal and Contract Bond (hereinafter collectively referred to as the "Contract Documents"), which are essential documents of, and made a part of, this Contract.

2. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's proposal.

B. **Contract Time**

The Contractor shall complete the Work within a **reasonable time frame following** the commencement of the work.

C. **Final Payment**

Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Village, the Village will, within thirty (30) days, submit to the Village of Elmwood Park Board of Trustees a final estimate of payment. Within thirty (30) days after approval by the Village of Elmwood Park Board of Trustees of the final estimate of payment, payment will be issued to the Contractor.

3. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first

obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village of Elmwood Park
11 Conti Parkway
Elmwood Park, Illinois 60707
Attn: Mr. Paul Volpe, Village Manager

b. If to Contractor:

KAD Construction & Management LLC
Name of Contractor
2638 N DAVISSON
Street Address
River Grove IL 60171
City State Zip Code
Attn: Kelly A. Cappello

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

5. **Entire Contract.** This Contract (including the Contract Documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

Village: Village of Elmwood Park

By: [Signature]
Angelo "Skip" Saviano, Village President

Contractor:
KAD Construction & Management LLC
(If a corporation)

By: [Signature]
Kelly A. Cappello, President

Attest:

By: Gina Pesko
Gina Pesko, Village Clerk

Attest:

By: Valerie Kosmiden
(If a partnership) _____ } etary

By: _____, Partner

(If an individual)

By: _____

RETURN WITH BID

PROPOSAL FOR:

**VILLAGE OF ELMWOOD PARK
2018 SIDEWALK REMOVAL AND
REPLACEMENT PROGRAM**

Village Clerk
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, Illinois 60707
708/452-3911

1. In conformity with the Notice to Bidders and Invitation for Bids and the Instructions for Bidders, the undersigned, having examined the Proposal and Specifications, submits the following proposal of KAD Construction & Management LLC
Contractor's Name
for the Village of Elmwood Park 2018 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM to be performed under the applicable provisions of the Contract and Specifications.

2. The undersigned has, before submitting this proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the construction. By submitting this proposal the undersigned conclusively assures and warrants to the Village of Elmwood Park that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Bidders and agrees that the Village of Elmwood Park will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations.

3. The undersigned agrees to complete the work within a reasonable timeframe unless an extension of time is granted in accordance with the Specifications.

4. A proposal guaranty in favor of the Village of Elmwood Park in the amount of five percent (5%) of the total bid price, calculated for 9,000 square feet of 5" thick sidewalk and 1,000 square feet of 6" thick sidewalk, accompanies this proposal.

5. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Bid Bond or proposal guaranty check shall be forfeited to the Village of Elmwood Park.

6. An executed Bidders Certification on the form provided herein accompanies this proposal.

7. The undersigned submits the following schedule of prices covering the work to be

511127

performed under this contract:

Description	Unit	Quantity	Unit Price	Total
(a) Sidewalk Removal and Replacement with 5" thickness	Sq. Ft.	12,600	\$ 5.50	\$ 69300 ⁰⁰
(b) Sidewalk Removal and Replacement with 6" thickness	Sq. Ft.	1,400	\$ 5.50	\$ 7700 ⁰⁰
Bidder's Proposal of Performing Entire Contract	Sq. Ft.	14,000		\$ 77000 ⁰⁰

(If an individual)

Individual's Name

Street Address

City State Zip Code

Telephone Number

Signature of Bidder: _____

(If a partnership)

Partnership's Name

Street Address

City State Zip Code

Telephone Number

Signature of General Partner: _____

(If a corporation)

KAD Construction & Management LLC
Corporate Name

2638 N DAVISSON
Street Address

Riverbrose IL 60171
City State Zip Code

Telephone Number

Name of President: Kelly M Caputo

Signature of President: [Handwritten Signature]

Name of Secretary: Valerie Kusmeder

Attest by Secretary: [Handwritten Signature]

BIDDER'S CERTIFICATION

The assurances hereinafter made by the Bidder are each a material representation of fact upon which reliance is placed by the Village of Elmwood Park in entering into the contract with the Bidder. The Village of Elmwood Park may terminate the contract if it is later determined that the Bidder rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Kathy Covello, hereby certify that I am the president,
(Name of Person Certifying) (Office of Person Certifying)
of KOD Construction Management LLC, and as such hereby represent and warrant to the
(Name of Contractor)
Village of Elmwood Park, a unit of local government, that the Bidder, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Bidder hereby represents and warrants to the Village of Elmwood Park, that:

(A) the Bidder has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

(B) the Bidder has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

(C) the Bidder has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);

(D) the Bidder, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

a. the dangers of drug abuse in the workplace;

b. the Contractor's policy of maintaining a drug-free workplace;

c. any available drug counseling, rehabilitation, and employee assistance program; and

d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) the Bidder has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) the Bidder, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

(G) the Bidder has not given to any officer or employee of Village of Elmwood Park any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-8A-3 of the Code of the Village of Elmwood Park.

If any certification made by the Bidder or term or condition in this contract changes, the Contractor shall notify the Village of Elmwood Park in writing within seven (7) days.

Dated: 4/9/18 Bidder: KAD Construction & Management LLC
By: Kelly Cudello (Authorized Agent of Bidder)
Title: President

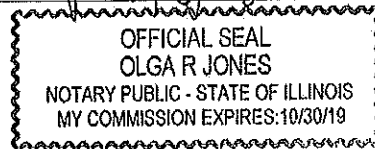
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Kelly Cudello, known to me to be the _____
(Name of Signatory)

(Office)
of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 4/9/18

Olga R Jones Notary Public



REFERENCE SUBMITTAL

All Bidders are required to furnish three (3) references of municipal customers of the bidder for whom work was performed that is similar to that proposed to be furnished by the Contractor.

1. Firm: _____
Contact Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

2. Firm: _____
Contact Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

3. Firm: _____
Contact Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by KAD Construction (the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Elmwood Park (the "Village") in entering in accepting the proposal of the Contractor submitted to the Village on May 7, 2018. The Village of Elmwood Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, Kelly Cupello, hereby certify that I am the President,
(Name of Person Certifying) (Office of Person Certifying)
of KAD Construction, and as such hereby represent and warrant to the Village of
(Contractor)

Elmwood Park, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Elmwood Park, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;

- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

- (G) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
- (H) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-8A-3 of the Municipal Code of the Village of Elmwood Park;
- (I) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-8A-3 of the Municipal Code of the Village of Elmwood Park;
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act;
- (K) neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Contractor is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village

any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in the agreement changes, the Contractor shall notify the Village of Elmwood Park in writing within seven (7) days.

Dated: 5-8, 2018

Contractor: KAD Construction

By [Signature]
(Authorized Agent of CONTRACTOR)

Title: president