



ORDINANCE NO. 2328-24

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO AWARD AND EXECUTE THE HAWTHORN WOODS PUBLIC WORKS COLD STORAGE BUILDING TO FBI BUILDINGS IN THE AMOUNT OF \$127,275.00

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to award the Hawthorn Woods Public Works Cold Storage Building project to FBI Buildings and execute the Award Contract in an amount not to exceed \$127,275.00 attached hereto as Exhibit "A", and, by this reference made a part hereof.

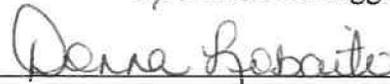
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on February 26, 2024:

AYES: Kaiser, McCortney, Rycelek, Bayer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: Roman

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: February 26, 2024

APPROVED: February 26, 2024

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

FB. Buildings, Inc, as part of its bid on a contract for
(Name of Contractor)
the Hawthorn Woods Public Works Cold Storage Building Construction, to the Village of Hawthorn
Woods, Illinois hereby certifies that said contractor is not barred from bidding on the aforementioned
contract as a result of a violation of either 720ILCS 5/33-3 or 5/33 E-4.

BY: Tim Burt
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 13 day of
February, 2024.

MY COMMISSION EXPIRES: 05-24-2030

Elizabeth DeJong
Elizabeth DeJong
NOTARY PUBLIC



BID FORM –HAWTHORN WOODS PUBLIC WORKS COLD STORAGE BUILDING CONSTRUCTION

BID TO: Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, Illinois 60047

FOR: Hawthorn Woods Public Works Cold Storage Building Construction

BID FROM: FBi Buildings INC
Name
3823 W 1800 S Remmington IL 47977
Address

THE UNDERSIGNED

DATE: 2/2/24

1. Acknowledges receipt of Addenda:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

2. Agrees:

A. That this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

B. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

C. To enter into and execute a Contract with the Village of Hawthorn Woods if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all Bonds and Insurance required by the Bidding Documents.
2. Accomplish the work in accordance with the Contract.
3. Complete the work within the Contract Time herein specified.

3. **CONTRACT TIME:** The Contractor shall complete all the work required by the Contract no later than July 12, 2024. This includes general clean-up of site and restoration. If there is a delay to the award of the project, the Contractor has the number of additional days of the delay to add to this date to complete the project including restoration of site.

4. **LIQUIDATED DAMAGES:** For every calendar day that the project is not complete after July 12, 2024, the Contractor will be required to pay the Village \$300 per calendar day as liquidated damages. If there is a delay to the award of the project, the Contractor has the number of

additional days of the delay to add to this date to complete the project including restoration of site, prior to being required to pay liquidated damages to Village for not being complete.

5. The Village of Hawthorn Woods reserves the right to reject any and all bids for any reason and to reject the bid of any person or firms who, in its opinion, have not had sufficient experience in the type of work on which they are bidding, or who is not provided with the necessary capital, materials, machinery and personnel, including supervisory personnel to execute the work to be contracted.

BASE BID –HAWTHORN WOODS PUBLIC WORKS COLD STORAGE BUILDING CONSTRUCTION

LUMP SUM - Base Bid: Shall include all labor, materials, and equipment required to perform all work outlined in the specifications and other contract documents.

The lump sum amount of Base Bid:

One hundred twenty seven thousand two hundred seventy five (\$ 127,275) Dollars.

ALTERNATE BID –HAWTHORN WOODS PUBLIC WORKS COLD STORAGE BUILDING CONSTRUCTION

LUMP SUM - Alternate Bid: Shall include all labor, materials, and equipment required to perform all work outlined in the specifications and other contract documents with the following modifications.

Modify 1.8 DESCRIPTION OF WORK to include the construction of a 30' x 48' x 16' post frame building with two openings for overhead garage doors and one walk door, in lieu of a 30' x 72' x 16' post frame building with three openings for overhead garage doors and one walk door.

Modify 2.1 CONSTRUCTION as follows:

- P. Overhead Door Frame Outs (No doors included)
1. Include two 14' x 14' side wall door frame outs (no doors included).
 2. Village to furnish overhead door blocking requirements from door subcontractor prior to mobilization.
 3. Village to furnish and install overhead doors.

In the event that work shown or specified under Alternate Bid is accepted and incorporated into the contract, the cost for the Alternate Bid is the sum of:

The lump sum amount of Alternate Bid:

One hundred three thousand six hundred twenty five (\$ 103,625) Dollars.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days.

RESPECTFULLY SUBMITTED, signed and scaled this 12th day of February, 2024.

Name of Bidder: FBI Building INC

Address: 3823 W 1800S.

Remington, TN 47477

Telephone No. 800 552 2981

State of registration or incorporation (if applicable): _____

Signature: Tom Busse

Title: Project Sales Consultant

Corporations must attach a certified copy of a resolution evidencing the authority of the person signing this bid to do so.

SUBSCRIBED AND SWORN BEFORE ME
this 12 day of February, 2024

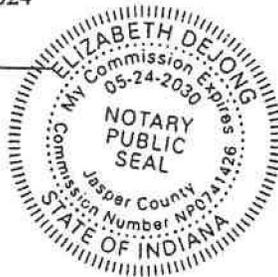
-OR-

(IF A CORPORATION):

Elizabeth DeJong
Notary Public

MY COMMISSION EXPIRES:

05-24-2030



(SEAL)

ATTEST:

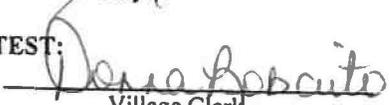
Secretary

CONTRACT

1. This agreement, made and entered into this 26th day of February, 2024 between the Village of Hawthorn Woods, acting by and through its Mayor and Village Clerk and PB Buildings
2. That for and in consideration of the payments and agreements mentioned in Specification and Contract Document for Hawthorn Woods Public Works Cold Storage Building Construction attached hereto, PB Buildings agrees with the Village of Hawthorn Woods at his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms as such Specification and Contract Document for Hawthorn Woods Public Works Cold Storage Building Construction attached hereto.
3. It is understood and agreed that the Specification and Contract Documents for Hawthorn Woods Public Works Cold Storage Building Construction hereto attached, prepared by the Village of Hawthorn Woods, is an essential document of this contract and is a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

VILLAGE OF HAWTHORN WOODS
(VILLAGE SEAL)

BY: 
Mayor

ATTEST:
BY: 
Village Clerk

CORPORATE NAME
(CORPORATE SEAL)

Company Name

State of Incorporation

Address of Principal Place of Business _____

BY: _____
President

ATTEST:
BY: _____
Secretary

Please attach a certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the bid.

2/2/2024

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

FBI Buildings, Inc.
3823 West 1800 South
Remington, IN 47977

SURETY:

(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate Center
Warren, NJ 07059

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Hawthorn Woods Public Works Cold Storage Building Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of February, 2024



(Witness)

FBI Buildings, Inc.

(Principal)

(Seal)

By: 

(Title)



(Witness) Ana Morris

Everest Reinsurance Company

(Surety)

(Seal)

By: 

(Title) Paula M. Eby

Attorney-in-Fact





POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS. That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at 100 Everest Way, Warren Corporate Center, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint: Paula M. Eby

Bond No.: Bid Bond
Principal: FBI Buildings, Inc.
Obligee: Village of Hawthorn Woods

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of March 2023



Everest Reinsurance Company and Everest National Insurance Company

[Handwritten signature of Anthony Romano]

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument, that he knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto, and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

[Handwritten signature of Linda Robins]

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared

the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 15th day of February 2024.



[Handwritten signature of Sylvia Semerdjian]

By: Sylvia Semerdjian, Assistant Secretary



First Merchants Bank

OFFICIAL CHECK

982247

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

71-65
749

13:

DATE February 13, 2024

REMITTER FBI BUILDINGS

PAY SIX THOUSAND THREE HUNDRED SIXTY-THREE AND 75/100

TO THE ORDER OF VILLAGE OF HAWTHORN WOODS

\$*****6,363.75


Authorized Signature

NON NEGOTIABLE

PURPOSE

CUSTOMER COPY

THIS CHECK IS VOID WITHOUT A GREEN & BLUE POWDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW.



First Merchants Bank

OFFICIAL CHECK

982247

NOTICE TO CUSTOMERS
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71-65
749

13:

DATE February 13, 2024

REMITTER FBI BUILDINGS

PAY SIX THOUSAND THREE HUNDRED SIXTY-THREE AND 75/100

TO THE ORDER OF VILLAGE OF HAWTHORN WOODS

\$*****6,363.75


AUTHORIZED SIGNATURE

PURPOSE

⑈0982247⑈ ⑈074900657⑈ ⑈9000736160⑈