



Midwest Services & Development

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To: Kevin Jackson, Village Manager, Village of Oak Park

Midwest Services and Development Corp. received the contract for the South Fire Station Renovation Project on April 05th of 2022 with a Term of Contract / Substantial Completion date of September 30, 2022.

Due to unforeseen circumstances related to asbestos abatement, permit processing with Cook County and disruption and delays of the necessary materials, Midwest Services started the physical Work on the project on July 28th of 2022.

In this case Midwest Services and Development requests an extension of the Term of Contract / Substantial Completion date to March 31st of 2023.

Respectfully,

Constantin Bontas- President

Midwest Services & Development
5280 N. Lawler, Chicago, IL, 90093
midwestservices2010@gmail.com



Approved

[Sign In](#)

Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #: RES 22-73 **Name:**

Type: Resolution **Status:** Consent Agenda

In control: President and Board of Trustees

On agenda: 4/4/2022 **Final action:**

Title: A Resolution Approving an Independent Contractor Agreement with Midwest Services and Development Corp. for the South Fire Station Bunk Room, Locker Room, and Restroom Renovations Project in an Amount Not to Exceed \$565,215.00 and Authorizing its Execution

Attachments: [1. Resolution-Midwest Services and Development Corp.](#), [2. Independent Contractor Agreement-Midwest Services and Development Corp.](#), [3. Attachment-Bid Tabulation South Fire Station Renovations](#), [4. Attachment-Midwest Services Proposal](#), [5. Attachment-RFP Oak Park South Fire Station Renovations](#), [6. Attachment-Summary of Alternates Selections](#), [7. Attachment-Value Engineering Cost Reductions](#), [8. Attachment-Midwest Services SOS](#), [9. Attachment-Adopted FY22-FY26 CIP-South Fire Station Renovation](#)

[History \(0\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

A.M. Zayyad

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with Midwest Services and Development Corp. for the South Fire Station Bunk Room, Locker Room, and Restroom Renovations Project in an Amount Not to Exceed \$565,215.00 and Authorizing its Execution

Overview

This renovation project is included in the adopted Capital Improvement Plan, Building Improvement Fund, for the Fire Department which involves renovations to the bunk room, locker room, and restroom at the South Fire Station located at 900 S. East Ave.

Recommendation

Approve the Resolution. It is proposed to move forward with this project as deferring it to a future year could cost additional monies as construction costs continue to rise.

Fiscal Impact

The following is a breakdown of project costs:

- Base Proposal cost:	\$539,000.00
- Combined total for accepted/declined alternates	+ \$4,000.00
- Credit for value engineering [accepted scope-reduction and materials substitutes]	- \$4,700.00
- Five percent contingency (5%)	\$ 26,915.00
Total cost	\$565,215.00

The Fiscal Year 2022 Capital Improvement Plan (CIP) Building Improvement Fund Budget account no. 3012-43790-101-540673 includes \$450,000.00 for renovations to the bunk room, locker room, and restroom at the South Fire Station. Staff proposes to defer other fiscal year 2022 CIP projects and savings from another project as set forth below:

- FY 2022 CIP Budget	\$450,000.00
- Deferring the allocated funds for the main fire station bunk room modifications (that project would be deferred until 2023)	\$ 25,000.00
- Deferring the Village Hall employee lounge restroom ventilation improvements (that project would also be deferred until 2023)	\$ 32,500.00
- Savings from the Police Dept. Firing Range Ventilation Improvements Project.	\$ 60,000.00
Total available funding	\$567,500.00

Background

This project was initially identified as a necessity in 2019 and was included in the 2020 CIP Building Improvement Fund, however, when bids for this work were received in early 2020, the cost exceeded the available budget and the project was deferred. Staff used the construction cost bids that were received in 2020 as a basis for the 2021/2022 CIP Building Improvement Fund budget for this project.

In October of 2021, the Village Board approved a Professional Services Agreement with Studio GC for architectural design services to renovate the bunk room, locker room, and restroom at the south fire station. Studio GC completed the design documents in January of 2022 and a Request for Proposals (RFP) for construction was issued on January 26, 2022. The RFP was posted in the Wednesday Journal and on the Village web page, and staff also solicited bids directly from area construction companies.

The construction cost estimate that was provided by the architectural firm that designed the renovations (Studio GC) back in November of 2021 was in-line with the budgeted amount, however, material and fuel prices have risen substantially since then causing the cost for this project to increase. Recommended funding for this project is shown in the Fiscal Impact section of this report.

A total of eight (8) proposals were received. Midwest Services and Development Corp. submitted the most favorable proposal. Staff contacted the references listed by Midwest Services and Development Corp. and all responses were positive.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Board previously acted on this item by approving the project as part of the 2022 CIP.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

Two projects are being deferred to allow this work to move forward.

Intergovernmental Cooperation Opportunities

None.

ORIGINAL**RESOLUTION**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH MIDWEST SERVICES AND DEVELOPMENT CORP. FOR THE SOUTH FIRE STATION BUNK ROOM, LOCKER ROOM AND RESTROOM RENOVATIONS PROJECT
IN AN AMOUNT NOT TO EXCEED \$565,215.00 AND AUTHORIZING ITS EXECUTION**

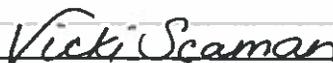
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") with Midwest Services and Development Corp. for the South Fire Station Bunk Room, Locker Room and Restroom Renovations Project is approved in an amount not to exceed \$565,215.00 and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 4th day of April, 2022, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla	✓			

APPROVED this 4th day of April, 2022.


Vicki Scaman, Village President

ATTEST


Christina M. Waters, Village Clerk



ORIGINAL

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract") is entered into on the 12 day of April, 2022, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Midwest Services and Development Corp., an Illinois corporation (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Proposal dated February 18, 2022, a copy of which is attached hereto and incorporated herein by reference, to provide renovation work at the south fire station (hereinafter referred to as the "Work") pursuant to the Village's Request for Proposals ("RFP") dated January 26, 2022, attached hereto and incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Work required; and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Work in accordance with its Proposal in an amount not to exceed \$538,300.00 plus \$26,915.00 contingency for unforeseen conditions for a total cost of \$565,215.00 ("Contract Price"). The Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Proposals, the Contractor's Proposal and this Contract, all of which together shall constitute the "Contract Documents." The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this Work in a

good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects.

The Contractor shall achieve completion of all Work required pursuant to the Contract Documents by September 30, 2022 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any portion of the Work by the required time and date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, any of the worksites where Work is to be performed.

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Public Works Director or the Public Works Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on September 30, 2022 or on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal.

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, Work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the Work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the Work and the Work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the Work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the Work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the Work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any

way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning Work pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if Work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

11. DEFAULT/THE VILLAGE'S REMEDIES

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Services properly performed prior to termination;

(D) The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default;

(E) The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default; and/or

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Work remains uncompleted as also set forth in Section 2 above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or

calculating damages to the Village in the event the required Work is not completed on time.

12. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the Work covered by this Contract as required by law.

13. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To Contractor:

Constantin Bontas, President
Midwest Services and Development Corp.
5280 N. Lawler Avenue
Chicago, Illinois 60630
Email: midwestservices2010@gmail.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

14. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

15. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the last date of its execution by one of the parties as reflected below.

16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

17. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

18. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in the amount of one hundred percent (100%) of the contract price as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for Bids. A charge against Contractor may be made for the difference between the amount of Contractor's Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

19. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act,

820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

20. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

21. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

22. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

24. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

25. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

26. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signatures thereon will be considered for all purposes as an original.

27. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

28. STANDARD OF CARE

The Contractor shall endeavor to perform the Work with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

29. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future

Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

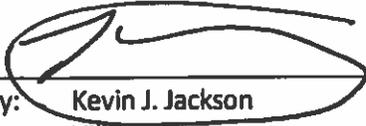
In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK

MIDWEST SERVICES AND DEVELOPMENT CORP.


By: Kevin J. Jackson
Its: Village Manager

constantin bontas
By:
Its:

Date: April 12, 2022

Date: 04/20, 2022

ATTEST

ATTEST

Christina M. Waters
By: Christina M. Waters
Its: Village Clerk

Bianca ROGERS
By:
Its:

Date: April 13, 2022

Date: 04/20, 2022

REVIEWED AND APPROVED
AS TO FORM

APR 04 2022

LAW DEPARTMENT

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 67948955

Entity Name MIDWEST SERVICES AND DEVELOPMENT CORP.

Status ACTIVE

Entity Information

Entity Type CORPORATION

Type of Corp DOMESTIC BCA

Incorporation Date (Domestic)
Tuesday, 24 May 2011

State ILLINOIS

Duration Date PERPETUAL

Agent Information

Name
NICOLETA MAN

Address
5280 N LAWLER AVE
CHICAGO , IL 60630

Change Date
Tuesday, 21 October 2014

Annual Report

Filing Date
00/00/0000

For Year
2022

Officers

President
Name & Address
NICOLETA MAN 5280 N LAWLER AVE CHICAGO 60630

Secretary
Name & Address
SAME

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

Village of Oak Park
Capital Improvement Program
2022 - 2026

Project: **Fire Station 3 Restroom & Locker Room & Bunk Room Renovation** Priority Code: **A** Category: **Building Improvements**



Description:
This project involves renovating the restrooms and locker rooms at the south fire station. The south fire station has a locker room that needs to be divided into men's/women's locker rooms. Currently, only a men's locker room exists.

Justification:
There currently is no women's locker room area at the south fire station. In the future if there are female fire department employees that use the facility, they would be in need of a secure space. Renovation of the locker room would be beneficial to the Village through increased productivity and morale.

Current Status:
This is a new project. The Fire Department Foreign Fire Board approved to do a cost share with the Village of Oak Park for the remodel of the south side of Station 3 which includes the restroom, locker room, and bunk/workout room. The cost share is 25% of the total project up to \$50,000. Cost estimate was derived from bids that were received in early 2020. Work was postponed due to the COVID-19 pandemic.

Funding Sources	Account Number	Actuals		Project Budget		Amended Budget		Year End Estimate		Recommended Budget			
		FY 2019	FY 2020	FY2021	FY2021	FY2021	FY2021	FY2022	FY2022	FY 2023	FY 2024	FY 2025	FY 2026
Transfer From CIP Fund #3095	30.12-4.1300-10.1-49.1495	-	-	25,000	25,000	25,000	25,000	25,000	25,000	460,000	-	-	-
Foreign Fire Fund		-	-	-	-	-	-	-	-	-	-	-	-
Total:		-	-	25,000	25,000	25,000	25,000	25,000	25,000	460,000	-	-	-
Expenditures													
Design (Phase II)		-	-	25,000	25,000	25,000	25,000	25,000	25,000	10,000	-	-	-
Construction	30.12-4.3790-10.1-54.0673	-	-	-	-	-	-	-	-	450,000	-	-	-
Total:		-	-	25,000	25,000	25,000	25,000	25,000	25,000	460,000	-	-	-

Village of Oak Park

Project Name:

Bunk Room, Locker Room

Project No.:

22-101BM

Bid Date:

Friday, February

Contractor	Base Bid Amount	Addendum			Bid Bond	Remarks
		#1	#2	#3		
Midwest Services & Development midwestservices2010@gmail.com	\$539,000.00	X	X		X	
Construction Solutions of Illinois bids@csofi.com	\$633,828.00	X	X		X	
Kandu Construction Inc. jacob@kanduconstructioninc.com	\$987,000.00	X	X		X	
Lo Destro nsantarelli@lodestroconstruction.com	\$583,000.00	X	X		X	
D Kersey Construction doug@dkersey.com	\$719,210.00	X	X		X	
RoMAAs Inc contact@romaas.com	\$589,900.00	X	X		X	
Paul Borg Construction kfilipowski@paulborgconstruction.com	\$672,000.00	X	X		X	
Grace Infrastructure rick@graceinfrastructure.com	\$688,000.00	X	X		X	

- Alt. No. 1: Replace Existing Water Heater with New
- Alt. No. 2a & 2b: Deduct Area of Ceramic Tile in Toilet
- Alt. No. 3: Provide Sprayfoam Insulation in lieu of Fiberglass
- Alt. No. 4: Remove New Doors and Hardware for Three
- Alt. No. 5: Add Sitework/Demo to Remove Abandoned
- Alt. No. 6: Remove Steam Showers in 2 Toilet Rooms
- Alt. No. 7: Add Dehumidifier in Fitness Room

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

MIDWEST SERVICES AND DEVELOPMENT CORP.

5280 N. Lawler Ave

Chicago, IL 60630

OWNER:

(Name, legal status and address)

Village of Oak Park

201 South Boulevard

Oak Park, IL 60302

CONSTRUCTION CONTRACT

Date: 4/05/2022

Amount: \$565,215.00

Description:

(Name and location)

Village of Oak Park South Fire Station Renovations

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201-1635

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 4/11/2022

(Not earlier than Construction Contract Date)

Amount: \$565,215.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

MIDWEST SERVICES AND DEVELOPMENT CORP.

Signature: constantin bontas

Name Constantin Bontas - President
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Old Republic Surety Company

Signature: Eliot Motu

Name Eliot Motu, Attorney-in-fact
and Title:



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

J. Ryan Bonding, Inc.
2920 Enloe St., Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)
Studios GC Architecture
223 West Jackson Boulevard Suite 1200
Chicago, IL 60606



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

MIDWEST SERVICES AND DEVELOPMENT CORP.
5280 N. Lawler Ave
Chicago, IL 60630

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201-1635

OWNER:

(Name, legal status and address)

Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

CONSTRUCTION CONTRACT

Date: 4/05/2022

Amount: \$565,215.00

Description:

(Name and location)

Village of Oak Park South Fire Station Renovations

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 4/11/2022

(Not earlier than Construction Contract Date)

Amount: \$565,215.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
MIDWEST SERVICES AND DEVELOPMENT CORP.

SURETY

Company: *(Corporate Seal)*
Old Republic Surety Company

Signature: constantin bontas

Name: Constantin Bontas-President
and Title:

Signature: Eliot Motu

Eliot Motu, Attorney-in-fact
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

J. Ryan Bonding, Inc.
2920 Enloe St. Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)
Studios GC Architecture
223 West Jackson Boulevard Suite 1200
Chicago, IL 60606



20

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172



Signed and sealed at the City of Brookfield, WI this 11th day of April, 2022

Karen J. Haffner
Assistant Secretary

ORSC 22282 (3-06)

J. RYAN BONDING, INC.

CONTINUATION PAGE

TO: Village of Oak Park PROJECT: South Fire Station APPLICATION #: DATE OF APPLICATION: 04/11/2022
 FROM: Your Company Name South Fire Station Remodeling PERIOD THRU: 04/11/2022
 Payment Application containing Contractor's signature is attached PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H PERCENT COMPLETE (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (IF VARIABLE)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Allowance	\$26,915.00							
2	Bond- J. Ryan Bonding	\$20,000.00							
3	Mobilisation- Midwest Services	\$20,000.00							
4	General Conditions- Midwest	\$20,000.00							
5	Concrete Work- Concrete Finishers	\$12,500.00							
6	Insulation- Serenos Insulation1390	\$13,900.00							
7	Tile & Flooring- Central Rug	\$22,500.00							
8	Carpentry - Midwest Services	\$40,000.00							
9	Roofing- Domain Corp	\$4,100.00							
10	Structural Steel- Midwest Services	\$3,100.00							
11	Doors abd Hardware- LaForce	\$19,000.00							
12	Paint- Midwest Services	\$30,000.00							
13	HVAC- Dorian HVAC	\$84,000.00							
14	Fire Suppression- AA Sprinkler	\$21,000.00							
15	Plumbing- RD Plumbing	\$51,000.00							
16	Eelctrical- Delta Industnes	\$60,000.00							
17	Demolition- Midwest Services	\$30,000.00							
18	Ceiling- Just Rite	\$8,900.00							
19	Division 10- Midwest Services	\$15,000.00							
20	O&P- Midwest Services69,085	\$63,300.00							
TOTAL		\$565,215.00							

Project Team Report

Project ID: South Fire Station
Description: South Fire Station Remodeling
Project Address: 201 South Blvd
 Oak Park, IL, 60025
Role: General Contractor
Project Manager:
Project No:
Job No:

Customer: Village of Oak Park
Address: 201 South Blvd
 Oak Park, IL, 600302
Contact: Vic Sanaliauskas
Phone: 708-574-1239
Fax:
Mobile:
Other:
Email: vsabaliauskas@oak-park.us

Key Parties

Owner: Village of Oak Park
Address: 201 South Blvd
 Oak Park, IL, 600302
Contact: Vic Sanaliauskas
Phone: 708-574-1239
Fax:
Mobile:
Other:
Email: vsabaliauskas@oak-park.us

Architect: Studio GC Architecture
Address: 223 W. Jackson Blvd, Suite 1200 Chicag
Contact: Darren Schretter
Phone:
Fax:
Mobile:
Other:
Email: dschretter@studiogc.com

Gen. Contractor: Midwest Services nad Development
Address: 5280 N. Lawler
 Chicago, IL, 60630
Contact: Constantin Bontas
Phone: 773-818-5204
Fax:
Mobile:
Other:
Email: midwestservices2010@gmail.com

Const. Manager: Midwest Services nad Development
Address: 5280 N. Lawler
 Chicago, IL, 60630
Contact: Constantin Bontas
Phone: 773-818-5204
Fax:
Mobile:
Other:
Email: midwestservices2010@gmail.com

Engineer:
Address:

Engineer Phone:
Fax:
Mobile:
Other:
Email:

Contact:

Other Parties

Company ID/Name/Contact	Address	Phone/Fax/Mobile/Other	Role/Email/Notes
A&A Sprinkler	702 Church Road	847-426-9473	
A&A Sprinkler	Elgin, IL, 60123		a-asprinkler@yahoo.com
Bob			
Central Rug & Carpet	3006 Central Street	630-329-2102	
Central Rug % Carpet	Evanston, IL, 60201		jeff@centralrug.com
Jeff White			

Project Team Report

<u>Company ID/Name/Contact</u>	<u>Address</u>	<u>Phone/Fax/Mobile/Other</u>	<u>Role/Email/Notes</u>
Concrete Finishers	2930 N. Lee Street		
Concrete Finishers	Melrose Park, IL, 60164		luis@concretefinishersgroup.com
Luis Acosta		630-432-3552	
Delta Electrical Industries	5280 N. Lawler	312-5930832	
Delta Electrical Industries	Chicago, IL, 60630		detaelectricalindustries@gmail.com
Adrian Man			
Dorian HVAC	7777 N. Caldwell Ave, Suite 102		
Dorian HVAC	Niles, IL, 60714		DorianHvac@yahoo.com
Dorian Baciu		773-908-3181	
Just Rite Acoustics	1501 Estes Avenue	847-357-8200	
Just Rite Acoustics	Elk Grove, IL, 60007		dmartin@jrausa.com
David Martin			
RD Plumbing	408 Warren Road		
ED Plumbing	Glenview, IL, 60025		Rdplumbing7@gmail.com
Radu Deac		773-6156695	

SECTION IX
CONTRACT BOND



Contract Bond

Midwest Services and Development Corp. , as PRINCIPAL, and Old Republic Surety Company as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Five Hundred Sixty-five Thousand, Two Hundred Fifteen and 00/100(\$565,215.00) , well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the 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, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of 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 Principal shall well and truly perform the work in accordance with the terms of the 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 the 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 performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this 11th day of April, 2022.

NAME OF PRINCIPAL Midwest Services and Development Corp.

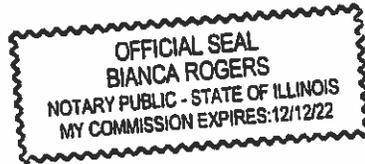
By: constantin bontas
Signature

By: Constantin Bontas
Printed Name

Its: President
Title

Subscribed to and Sworn before me on the
12 day of April, 2022.

Bianca ROGERS
Notary Public

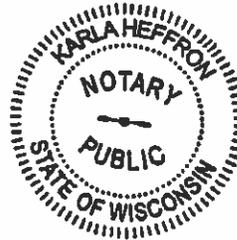


NAME OF SURETY Old Republic Surety Company

By: Eliot Motu
Signature of Attorney-in-Fact, Eliot Motu

Subscribed to and Sworn before me on the
11th day of April, 2022.

Karla Heffron
Notary Public Karla Heffron, Expiration: 10 July, 2022





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELDOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2021.

Karen J. Hoffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2021, personally came before me, Alan Pavlic and Karen J. Hoffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172

ORSC 22262 (3-08)

J. RYAN BONDING, INC.



Signed and sealed at the City of Brookfield, WI this 11th day of April, 2022

Karen J. Hoffner
Assistant Secretary



223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
Phone: 312.253.3400
Fax: 312.253.3401

** Value Engineering
Scope reduction / material substitutes*

DATE: March 21, 2022
TO: Constantin, President
Midwest Services & Development Corp.
Address
FROM: Darren Schretter, StudioGC
RE: Village of Oak Park – South Fire Station 3

The Village of Oak Park has requested the pricing to be provided for the following cost reduction items on the South Fire Station project.

1. Provide the credit for revising the porcelain tile from the Daltile Dignitary to Daltile Portfolio product line. The Daltile Portfolio 2x2 mosaic shall be used in the shower floor area. The 12x24 tile is to be used on the floor and the walls. Color selection(s) to be confirmed on receipt of the shop drawing submittal.

\$ 1,500.00
2. Provide the credit for not installing the Owner provided flat panel monitors in the Fitness Room. These monitors shall be mounted by the Fire Department in lieu of by the contractor.

\$ 200.00
3. Provide the credit for leaving all of the exposed ductwork unfinished. The credit should include the cost to prepare the ductwork and to provide the 3-coat paint system for steel as specified.

\$ 1,000.00
4. Provide the credit to remove the new 2" floor drain in the Locker Room 108 and all associated plumbing piping. The credit should include the cost savings for not demolishing the poured in place 1/2" Marbalite flooring that is inset in the existing concrete slab. The credit should include the cost savings for not pouring the new cementitious underlayment (shown sloped to new drain that is omitted as part of this cost reduction). The credit should include the cost savings for not coring the hole in the existing concrete slab for the drain.

\$ 1,000.00
5. Provide the credit for removing the wall mounted electric wall heater in the Fitness Room 100 and all associated conduit/wire feed to the unit.

\$ 500.00



6. Provide the credit for not installing the wiremold raceway for low voltage wiring across the apparatus bay to the IT equipment from the renovation area as shown on E1.10. Cabling shall be installed exposed in apparatus bay.

\$ 500.00

TOTAL CREDITS AMOUNT:

\$ 4,700.00

The costs provided should be listed as a lump sum for the full value of the work as determined by Midwest Services & Development.

Respectfully submitted,

Darren Schretter

Cc: Attendees
StudioGC

C:\Users\d.schretter\Desktop\Project Desktop\Oak Park\VOP_Fire Station 3 Cost Reductions.doc

* Summary of Alternates Selections

South Fire Station Bunk Room, Locker Room and Restroom Renovations

Midwest Services and Development Corp. proposal cost breakdown and list of accepted / declined alternates.

The RFP included a base bid scope of work with several alternates as described below:

Base Bid		\$539,000
Alt#1 (install new water heater - added cost)	Declined. Existing water heater will remain.	\$5,000
Alt#2 (reduce the amount of ceramic wall tile in three toilet stalls. In lieu of providing full-height tile on walls, only a base cove will be installed)	Accepted (credit)	- \$9,000
Alt#3 (install spray foam insulation to underside of roof deck in lieu of fiberglass batt insulation - added cost)	Accepted	\$16,000
Alt#4 (do not install new exterior doors & hardware - leave existing doors in place)	Accepted (credit). Existing doors will remain.	- \$3,000
Alt#5 (remove abandoned water line)	Declined. Existing water line to remain.	\$8,000
Alt#6 (remove installation of new steam showers from scope of work)	Declined. The work to install steam showers at a later date would be too destructive to the newly renovated areas.	- \$8,000
Alt#7 (install new wall-mounted dehumidifiers - added cost)	Declined. Portable dehumidifiers will be used.	\$4,000
Alt#8 (Sta 1 bunk rm modification)	Declined	\$0
	TOTAL:	\$543,000

Net + \$4,000
Change