

**VILLAGE OF GRAYSLAKE**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

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**RECEIVED**

**APR 28 2015**

**BAXTER & WOODMAN**  
**Lake County Office**

**CONTRACT AGREEMENT BETWEEN**  
**VILLAGE OF GRAYSLAKE**  
**AND**  
**PETER BAKER & SON COMPANY**  
**FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

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**CONTRACT AGREEMENT BETWEEN**

**VILLAGE OF GRAYSLAKE**

**AND**

***PETER BAKER & SON COMPANY***

**FOR THE CONSTRUCTION OF**

**2015 STREET RESURFACING PROGRAM**

**CONTRACT 140982.40**

THIS CONTRACT AGREEMENT, made as of this 7th day of April, 2015, by and between the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, a municipal corporation, and Peter Baker & Son Company, a Corporation **FORM OF ORGANIZATION**,

**W I T N E S S E T H:**

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

**ARTICLE I**  
**THE WORK**

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the **2015 STREET RESURFACING PROGRAM**, together with related attachments, equipment, and appurtenances thereto.

2. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract.

## CONTRACT AGREEMENT

to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

c. Owner. The Village of Grayslake and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract, including all risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time, and all matters described, exhibited, contemplated, implied, or embraced in any Change Order issued pursuant to Section 2.1 of the General Conditions of Contract.

e. Work Site. *Various Streets throughout the Village.*

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to, increases in

## CONTRACT AGREEMENT

discrepancies, errors, omissions, ambiguities, or conflicts in this Contract, Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to a possible extension of the Contract Time, if applicable, as provided in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts (1) could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict and (2) has caused an unavoidable delay. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, shall not constitute the basis for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide,

## CONTRACT AGREEMENT

M. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

N. Patent Costs. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

O. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

### 3.2 Affirmation of Other Warranties and Representations

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

### 3.3 Patriot Act

Contractor represents and warrants that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Contractor hereby agrees to defend, indemnify, and hold harmless the Owner from and against any claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representation and warranty.

## ARTICLE IV FINANCIAL ASSURANCES

### 4.1 Bonds

## CONTRACT AGREEMENT

including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner, Engineer, or the Additional Insureds, as the case may be, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other contractors;  
and
2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same;  
and
3. Contractor's failure to obtain, or take such action as may be necessary pursuant to, any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any Laws or to pay any taxes, contributions, or premiums; and
6. Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **4.4 Penalties**

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or

## CONTRACT AGREEMENT

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

### **6.2 Relationship of the Parties**

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

### **6.3 Assignment**

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the required written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor

## CONTRACT AGREEMENT

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or Engineer shall be construed as waiving any such notice.

### 6.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

### 6.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Grayslake  
10 South Seymour Avenue  
Grayslake, Illinois 60030  
Attention: \_\_\_\_\_  
\_\_\_\_\_

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Peter Baker & Son Company  
1349 Rockland Road  
Lake Bluff, Illinois 60044-0187  
John Dosemagen  
Attention: [NAME OF CONTACT PERSON]

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

### 6.9 Governing Laws

## CONTRACT AGREEMENT

accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

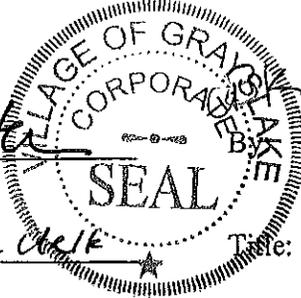
**CONTRACT AGREEMENT**

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness:

**VILLAGE OF GRAYSLAKE**

By: *[Signature]*



*[Signature]*  
Michael J. Ellis

Title: Deputy Village Clerk

Title: Village Manager

Attest/Witness:

**PETER BAKER & SON COMPANY**

*Robert G. Baker* By:

*Arthur M. Baker II*  
[NAME OF CONTRACTOR'S EXECUTING OFFICER] Arthur M. Baker II  
EXECUTING OFFICER]

Title: Robert G. Baker  
Secretary/Treasurer

Title: President  
[TITLE OF CONTRACTOR'S EXECUTING OFFICER]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENTS**

STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE ) SS

CONTRACTOR'S CERTIFICATION

Arthur M. Baker II **[CONTRACTOR'S EXECUTING OFFICER]**, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (ii) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in Section 11-41.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this / / day of [MONTH], 2015.

Attest/Witness:

PETER BAKER & SON COMPANY

By: Robert G. Baker  
Robert G. Baker

By: Arthur M. Baker II  
**[NAME OF CONTRACTOR'S EXECUTING OFFICER]** Arthur M. Baker II

Title: Secretary/Treasurer

Title: **[TITLE OF CONTRACTOR'S EXECUTING OFFICER]** President

Subscribed and Sworn to before me this 21st day of April, 2015.

My Commission Expires: 12/01/2016

Victoria A Meyer  
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENTS**

**PROPOSAL**

Item	UOM	Plan Qty	Option 1 Extension	Unit Price	ADD		DEDUCT		CO #1	New Contract
					BURTON	TOTAL	BURTON	TOTAL		
1	DIAMETER UNIT	43.00	\$ 1,075.00	\$ 25.00	\$ 1,075.00	\$ -	\$ -	\$ -	43.00	\$ 1,075.00
2	DIAMETER UNIT	20.00	\$ 900.00	\$ 45.00	\$ 900.00	\$ -	\$ -	\$ -	20.00	\$ 900.00
3	TREE TRUNK PROTECTION EACH	14.00	\$ 2,800.00	\$ 200.00	\$ 2,800.00	\$ -	\$ -	\$ -	14.00	\$ 2,800.00
4	TREE ROOT PRUNING EACH	114.00	\$ 7,980.00	\$ 70.00	\$ 7,980.00	\$ -	\$ -	\$ -	114.00	\$ 7,980.00
5	EARTH EXCAVATION CU YD	1,397.00	\$ 37,719.00	\$ 27.00	\$ 37,719.00	\$ 110.00	\$ 2,970.00	\$ -	1,507.00	\$ 40,689.00
6	UNSUITABLE MATERIAL CU YD	704.00	\$ 26,048.00	\$ 37.00	\$ 26,048.00	\$ 65.00	\$ 2,405.00	\$ -	769.00	\$ 28,453.00
7	TRENCH BACKFILL CU YD	590.00	\$ 590.00	\$ 1.00	\$ 590.00	\$ -	\$ -	\$ -	590.00	\$ 590.00
8	GROUND STABILIZATION SQ YD	788.00	\$ 669.80	\$ 0.85	\$ 669.80	\$ 99.00	\$ 84.15	\$ -	887.00	\$ 753.95
9	TOPSOIL F & PL 4" SQ YD	5,233.00	\$ 20,932.00	\$ 4.00	\$ 20,932.00	\$ 450.00	\$ 1,800.00	\$ -	5,683.00	\$ 22,732.00
10	LANDSCAPE FABRIC SQ YD	227.00	\$ 567.50	\$ 2.50	\$ 567.50	\$ -	\$ -	\$ -	227.00	\$ 567.50
11	(SEEDING) SQ YD	922.00	\$ 1,705.70	\$ 1.85	\$ 1,705.70	\$ -	\$ -	\$ 130.00	792.00	\$ 1,465.20
12	PREMIUM BARK MULCH SQ YD	227.00	\$ 1,021.50	\$ 4.50	\$ 1,021.50	\$ -	\$ -	\$ -	227.00	\$ 1,021.50
13	SODDING SQ YD	5,344.00	\$ 36,606.40	\$ 6.85	\$ 36,606.40	\$ 450.00	\$ 3,082.50	\$ -	5,794.00	\$ 39,688.90
14	SUPPLEMENTAL WATERIN UNIT	34.00	\$ 2,890.00	\$ 85.00	\$ 2,890.00	\$ 3.00	\$ 255.00	\$ -	37.00	\$ 3,145.00
15	SEEDING POUND	111.00	\$ 222.00	\$ 2.00	\$ 222.00	\$ 10.00	\$ 20.00	\$ -	121.00	\$ 242.00
16	TEMPORARY DITCH CHEC FOOT	50.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ -	\$ -	\$ -	50.00	\$ 500.00
17	PERMETER EROSION BAR FOOT	1,030.00	\$ 2,060.00	\$ 2.00	\$ 2,060.00	\$ -	\$ -	\$ -	1,030.00	\$ 2,060.00
18	INLET FILTERS EACH	73.00	\$ 9,490.00	\$ 130.00	\$ 9,490.00	\$ 3.00	\$ 390.00	\$ -	76.00	\$ 9,880.00
19	IMPROVEMENT CU YD	331.00	\$ 8,937.00	\$ 27.00	\$ 8,937.00	\$ 15.00	\$ 405.00	\$ -	346.00	\$ 9,342.00
20	B TON	116.00	\$ 1,977.80	\$ 17.05	\$ 1,977.80	\$ -	\$ -	\$ -	116.00	\$ 1,977.80
21	B 4" SQ YD	2,711.00	\$ 13,555.00	\$ 5.00	\$ 13,555.00	\$ 168.00	\$ 840.00	\$ -	2,879.00	\$ 14,395.00
22	B 6" SQ YD	1,543.00	\$ 32,403.00	\$ 21.00	\$ 32,403.00	\$ 82.00	\$ 1,722.00	\$ -	1,625.00	\$ 34,125.00
23	B 8" SQ YD	350.00	\$ 4,200.00	\$ 12.00	\$ 4,200.00	\$ -	\$ -	\$ -	350.00	\$ 4,200.00
24	B 12" SQ YD	1,285.00	\$ 28,270.00	\$ 22.00	\$ 28,270.00	\$ -	\$ -	\$ -	1,285.00	\$ 28,270.00
25	REMOVAL AND REPLACEN SQ YD	209.00	\$ 4,493.50	\$ 21.50	\$ 4,493.50	\$ -	\$ -	\$ -	209.00	\$ 4,493.50
26	BASE COURSE WIDENING SQ YD	800.00	\$ 36,000.00	\$ 45.00	\$ 36,000.00	\$ 81.00	\$ 3,645.00	\$ -	881.00	\$ 39,645.00
27	PREPARATION OF BASE SQ YD	2,083.00	\$ 7,290.50	\$ 3.50	\$ 7,290.50	\$ -	\$ -	\$ -	2,083.00	\$ 7,290.50
28	COAT) POUND	55,690.00	\$ 556.90	\$ 0.01	\$ 556.90	\$ 790.00	\$ 7.90	\$ 3,910.00	52,570.00	\$ 525.70
29	AND FLANGWAYS TON	3.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ -	\$ -	\$ -	3.00	\$ 300.00
30	METHOD) N50 TON	2,936.00	\$ 231,944.00	\$ 79.00	\$ 231,944.00	\$ 66.00	\$ 5,214.00	\$ 266.00	2,736.00	\$ 216,144.00
31	REMOVAL - BUTT JOINT SQ YD	64.00	\$ 204.80	\$ 3.20	\$ 204.80	\$ -	\$ -	\$ -	64.00	\$ 204.80
32	COURSE, IL-19.0, N50 TON	575.00	\$ 50,025.00	\$ 87.00	\$ 50,025.00	\$ -	\$ -	\$ -	575.00	\$ 50,025.00
33	COURSE, MIX "D", N50 TON	6,443.00	\$ 534,769.00	\$ 83.00	\$ 534,769.00	\$ 81.00	\$ 6,723.00	\$ 532.00	5,992.00	\$ 497,336.00
34	PROTECTIVE COAT SQ YD	5,190.00	\$ 5,190.00	\$ 1.00	\$ 5,190.00	\$ 212.00	\$ 212.00	\$ 213.00	5,189.00	\$ 5,189.00
35	DRIVEWAY PAVEMENT, 6 SQ YD	693.00	\$ 40,194.00	\$ 58.00	\$ 40,194.00	\$ -	\$ -	\$ 20.00	673.00	\$ 39,034.00
36	SIDEWALK 5 INCH SQ FT	9,920.00	\$ 54,560.00	\$ 5.50	\$ 54,560.00	\$ 400.00	\$ 2,200.00	\$ 739.00	9,581.00	\$ 52,695.50
37	SIDEWALK 8 INCH SQ FT	196.00	\$ 1,176.00	\$ 6.00	\$ 1,176.00	\$ -	\$ -	\$ -	196.00	\$ 1,176.00
38	DETECTABLE WARNINGS SQ FT	664.00	\$ 27,888.00	\$ 42.00	\$ 27,888.00	\$ -	\$ -	\$ 26.00	638.00	\$ 26,796.00
39	PAVEMENT REMOVAL SQ YD	1,034.00	\$ 20,680.00	\$ 20.00	\$ 20,680.00	\$ 89.00	\$ 1,780.00	\$ -	1,123.00	\$ 22,460.00

**PROPOSAL**

Item	UOM	Plan Qty	Description	Unit Price	OPTION 1		ADD BURTON	ADD BURTON TOTAL	DEDUCT JAMESTOWN POTOMAC	DEDUCT JAMESTOWN POTOMAC TOTAL	CO #1	New Contract
					Extension	Extension						
79	L SUM	1.00	PROTECTION	\$ 17,600.00	\$	\$ 17,600.00	0.01	\$ 176.00	\$	\$ 528.00	0.98	\$ 17,248.00
80	SQ FT	0.00	MARKING LETTERS AND	\$	\$	-					0.00	\$ -
81	FOOT	0.00	MARKING - LINE 4"	\$	\$	-					0.00	\$ -
82	FOOT	0.00	MARKING - LINE 6"	\$	\$	-					0.00	\$ -
83	FOOT	0.00	MARKING-LINE 12"	\$	\$	-					0.00	\$ -
84	FOOT	0.00	MARKING - LINE 24"	\$	\$	-					0.00	\$ -
85	SQ FT	4.00	SIGN PANEL - TYPE 1	\$ 25.00	\$	100.00					4.00	\$ 100.00
86	FOOT	0.00	SUPPORT	\$	\$	-					0.00	\$ -
87	FOOT	24.00	METAL POST - TYPE A	\$ 17.95	\$	430.80					24.00	\$ 430.80
88	SQ FT	67.00	MARKING - LETTERS AND	\$ 4.00	\$	268.00					67.00	\$ 268.00
89	FOOT	1,693.00	MARKING - LINE 4"	\$ 1.00	\$	1,693.00					1,693.00	\$ 1,693.00
90	FOOT	224.00	MARKING - LINE 6"	\$ 1.50	\$	336.00					224.00	\$ 336.00
91	FOOT	562.00	MARKING-LINE 12"	\$ 3.00	\$	1,686.00					562.00	\$ 1,686.00
92	FOOT	203.00	MARKING - LINE 24"	\$ 6.00	\$	1,218.00					203.00	\$ 1,218.00
93	EACH	213.00	STENCLED NUMBERS	\$ 9.00	\$	1,917.00					213.00	\$ 1,917.00
94	SQ FT	61.00	LETTERS AND SYMBOLS	\$ 2.00	\$	122.00					61.00	\$ 122.00
95	FOOT	5,500.00	LINE 4"	\$ 0.45	\$	2,475.00			40.00		5,500.00	\$ 2,475.00
96	SQ FT	0.00		\$	\$	-					0.00	\$ -
97	FOOT	140.00	GALVANIZED STEEL, 1 1/2'	\$ 34.50	\$	4,830.00					140.00	\$ 4,830.00
98	FOOT	250.00	600V (XLP-TYPE USE) 3-1/C	\$ 3.20	\$	800.00					250.00	\$ 800.00
99	EACH	1.00	TYPE A	\$ 4,439.00	\$	4,439.00					1.00	\$ 4,439.00
100	FOOT	5.00	DIAMETER	\$ 458.80	\$	2,294.00					5.00	\$ 2,294.00
101	FOOT	110.00		\$ 35.00	\$	3,850.00					110.00	\$ 3,850.00
102	EACH	65.00	STELLA D'ORO DAYLILY	\$ 10.00	\$	650.00					65.00	\$ 650.00
103	EACH	40.00	KARL FOERSTER	\$ 12.00	\$	480.00					40.00	\$ 480.00
104	EACH	31.00	HICKS YEW, 3'TALL	\$ 75.00	\$	2,325.00					31.00	\$ 2,325.00
105	SQ YD	138.00	REPLACEMENT	\$ 75.25	\$	10,384.50					138.00	\$ 10,384.50
106	SQ YD	2,672.00	HOT-MIX ASPHALT DRIVE	\$ 24.45	\$	65,330.40					2,672.00	\$ 65,330.40
107	SQ YD	100.00	PAVEMENT, 6"	\$ 46.25	\$	4,625.00			160.00		100.00	\$ 4,625.00
108	FOOT	2,286.00	GUTTER REMOVAL AND	\$	\$	61,722.00			472.00		2,286.00	\$ 48,978.00
109	L SUM	0.00	LIABILITY INSURANCE	\$	\$	-					0.00	\$ -
110	FOOT	102.00	REQUIREMENTS) 12 INCH	\$ 80.00	\$	8,160.00					102.00	\$ 8,160.00
111	L SUM	1.00	SITE GRADING	\$ 40,000.00	\$	40,000.00					1.00	\$ 40,000.00
112	L SUM	1.00	CONSTRUCTION LAYOUT	\$ 13,600.00	\$	13,600.00					1.00	\$ 13,600.00
113	EACH	102.00	STRUCTURES TO BE ADJU:	\$ 430.00	\$	43,860.00			5.00		102.00	\$ 42,570.00
114	EACH	1.00	STRUCTURES TO BE	\$ 1,410.00	\$	1,410.00					1.00	\$ 1,410.00
115	EACH	18.00	ADJUSTED	\$ 955.00	\$	17,190.00					18.00	\$ 17,190.00
116	EACH	6.00	SEWER	\$ 390.00	\$	2,340.00					6.00	\$ 2,340.00
117	EACH	24.00	STRUCTURE	\$ 150.00	\$	3,600.00					24.00	\$ 3,600.00

**VILLAGE OF GRAYSLAKE**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

**BIDDER'S PROPOSAL**

Full Name of Bidder Peter Baker & Son Co. ("Bidder")  
Principal Office Address 1349 Rockland Rd., Lake Bluff, IL 60044-0187  
Local Office Address P.O. Box 187, Lake Bluff, IL 60044-0187  
Contact Person Peter Baker Telephone (847) 362-3663, Ext. 44

TO: Village of Grayslake  
10 South Seymour Avenue  
Grayslake, IL 60030  
Attention:

**Bidder acknowledges and agrees that all capitalized terms in this Bidder's Proposal shall have the meaning given to them in the Bidding Documents and the Contract.**

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound Bid Package, including Addenda Nos. 1, 2, [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.**

**1. Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("Work Site") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction and installation of the **2015 STREET RESURFACING PROGRAM**, together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this Bid Package; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and

**SCHEDULE OF PRICES**

A. **UNIT PRICE CONTRACT**

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE TABLES ON FOLLOWING PAGES AS INDICATED**

## PROPOSAL

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;*
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to *dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.*

PROPOSAL

Unit Price Item	Unit	OPTION 1		Price Per Unit	OPTION 1 Extension
		Approximate Number of Units			
1 TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	43		\$ 25.00	\$ 1,075.00
2 TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20		\$ 45.00	\$ 900.00
3 TREE TRUNK PROTECTION	BACH	14		\$ 200.00	\$ 2,800.00
4 TREE ROOT PRUNING	BACH	114		\$ 70.00	\$ 7,980.00
5 EARTH EXCAVATION	CU YD	1,397		\$ 27.00	\$ 37,719.00
6 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	704		\$ 37.00	\$ 26,048.00
7 TRENCH BACKFILL	CU YD	590		\$ 1.00	\$ 590.00
8 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	788		\$ 0.85	\$ 669.80
9 TOPSOIL FURNISH AND PLACE, 4"	SQ YD	5,233		\$ 4.00	\$ 20,932.00
10 LANDSCAPE FABRIC	SQ YD	227		\$ 2.50	\$ 567.50
11 PARKWAY RESTORATION (SEEDING)	SQ YD	922		\$ 1.85	\$ 1,705.70
12 PREMIUM BARK MULCH	SQ YD	227		\$ 4.50	\$ 1,021.50
13 SODDING	SQ YD	5,344		\$ 6.85	\$ 36,606.40
14 SUPPLEMENTAL WATERING	UNIT	34		\$ 85.00	\$ 2,890.00
15 TEMPORARY EROSION CONTROL SEEDING	POUND	111		\$ 2.00	\$ 222.00
16 TEMPORARY DITCH CHECKS	FOOT	50		\$ 10.00	\$ 500.00
17 PERIMETER EROSION BARRIER	FOOT	1,030		\$ 2.00	\$ 2,060.00
18 INLET FILTERS	EACH	73		\$ 130.00	\$ 9,490.00
19 AGGREGATE SUBGRADE IMPROVEMENT	CU YD	331		\$ 27.00	\$ 8,937.00
20 AGGREGATE BASE COURSE, TYPE B	TON	116		\$ 17.05	\$ 1,977.80
21 AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	2,711		\$ 5.00	\$ 13,555.00
22 AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	1,543		\$ 21.00	\$ 32,403.00
23 AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	350		\$ 12.00	\$ 4,200.00
24 AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	1,285		\$ 22.00	\$ 28,270.00
25 AGGREGATE BASE COURSE REMOVAL AND REPLACEMENT, 12"	SQ YD	209		\$ 21.50	\$ 4,493.50
26 PORTLAND CEMENT CONCRETE BASE COURSE WIDENING 7"	SQ YD	800		\$ 45.00	\$ 36,000.00
27 PREPARATION OF BASE	SQ YD	2,083		\$ 3.50	\$ 7,290.50
28 BITUMINOUS MATERIALS (PRIME COAT)	POUND	55,690		\$ 0.01	\$ 556.90
29 MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS	TON	3		\$ 100.00	\$ 300.00
30 LEVELING BINDER (MACHINE METHOD), N50	TON	2,936		\$ 79.00	\$ 231,944.00

		OPTION 1		PROPOSAL	
<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>OPTION 1 Extension</u>	
31	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	64	\$ 3.20	\$ 204.80
32	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	575	\$ 87.00	\$ 50,025.00
33	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	6,443	\$ 83.00	\$ 534,769.00
34	PROTECTIVE COAT	SQ YD	5,190	\$ 1.00	\$ 5,190.00
35	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	693	\$ 58.00	\$ 40,194.00
36	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	9,920	\$ 5.50	\$ 54,560.00
37	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	196	\$ 6.00	\$ 1,176.00
38	DETECTABLE WARNINGS	SQ FT	664	\$ 42.00	\$ 27,888.00
39	PAVEMENT REMOVAL	SQ YD	1,034	\$ 20.00	\$ 20,680.00
40	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	7,460	\$ 3.15	\$ 23,499.00
41	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	311	\$ 19.00	\$ 5,909.00
42	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	8,017	\$ 4.30	\$ 34,473.10
43	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	2,083	\$ 7.30	\$ 15,205.90
44	DRIVEWAY PAVEMENT REMOVAL	SQ YD	3,489	\$ 12.00	\$ 41,868.00
45	COMBINATION CURB AND GUTTER REMOVAL	FOOT	4,353	\$ 4.00	\$ 17,412.00
46	SIDEWALK REMOVAL	SQ FT	10,071	\$ 1.00	\$ 10,071.00
47	HOT-MIX ASPHALT SURFACE REMOVAL AND REPLACEMENT, 3"	SQ YD	6,755	\$ 40.00	\$ 270,200.00
48	CLASS D PATCHES, TYPE I, 5 INCH	SQ YD	139	\$ 62.00	\$ 8,618.00
49	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	558	\$ 50.00	\$ 27,900.00
50	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	592	\$ 44.00	\$ 26,048.00
51	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	1,058	\$ 39.00	\$ 41,262.00
52	AREA REFLECTIVE CRACK CONTROL TREATMENT (SYSTEM A)	SQ YD	65,119	\$ 1.20	\$ 78,142.80
53	AGGREGATE WEDGE SHOULDER, TYPE B	TON	190	\$ 56.00	\$ 10,640.00
54	STORM SEWERS, PVC 6"	FOOT	18	\$ 38.00	\$ 684.00
55	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	901	\$ 49.00	\$ 44,149.00
56	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	288	\$ 49.00	\$ 14,112.00
57	STORM SEWER REMOVAL	FOOT	77	\$ 11.00	\$ 847.00
58	PIPE CULVERT REMOVAL	FOOT	514	\$ 11.00	\$ 5,654.00
59	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	4	\$ 120.00	\$ 480.00

		OPTION 1		PROPOSAL	
		Approximate			
Unit Price Item	Unit	Number of	Price	OPTION 1	
		Units	Per Unit	Extension	
60 PIPE DRAINS 6" (SPECIAL)	FOOT	300	\$ 25.00	\$ 7,500.00	
61 CATCH BASINS, TYPE A, 4'- DIAMETER	EACH	2	\$ 2,510.00	\$ 5,020.00	
62 MANHOLES, TYPE A, 4'- DIAMETER	EACH	1	\$ 2,610.00	\$ 2,610.00	
63 INLETS, TYPE A	EACH	42	\$ 845.00	\$ 35,490.00	
64 INLETS, TYPE B	EACH	10	\$ 1,765.00	\$ 17,650.00	
65 VALVE BOXES TO BE ADJUSTED	EACH	2	\$ 240.00	\$ 480.00	
66 GRATES, TYPE 8	EACH	3	\$ 158.00	\$ 474.00	
67 FRAMES AND GRATES, TYPE 10 (SPECIAL)	EACH	2	\$ 720.00	\$ 1,440.00	
68 FRAMES AND GRATES, TYPE 11	EACH	20	\$ 385.00	\$ 7,700.00	
69 FRAMES AND GRATES, TYPE 11V	EACH	17	\$ 385.00	\$ 6,545.00	
70 FRAMES AND LIDS, TYPE I, OPEN LID	EACH	24	\$ 257.00	\$ 6,168.00	
71 FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	7	\$ 257.00	\$ 1,799.00	
72 CONCRETE CURB, TYPE B	FOOT	200	\$ 35.00	\$ 7,000.00	
73 CONCRETE GUTTER (SPECIAL)	FOOT	739	\$ 26.00	\$ 19,214.00	
74 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	11,485	\$ 18.50	\$ 212,472.50	
75 REMOVING INLETS	EACH	3	\$ 50.00	\$ 150.00	
76 NON-SPECIAL WASTE DISPOSAL	CU YD	20	\$ 117.00	\$ 2,340.00	
77 SOIL DISPOSAL ANALYSIS	EACH	1	\$ 1,000.00	\$ 1,000.00	
78 MOBILIZATION	L SUM	1	\$ 137,000.00	\$ 137,000.00	
79 TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 17,600.00	\$ 17,600.00	
80 TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS	SQ FT	0	\$ -	\$ -	
81 TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	0	\$ -	\$ -	
82 TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	0	\$ -	\$ -	
83 TEMPORARY PAVEMENT MARKING-LINE 12" -	FOOT	0	\$ -	\$ -	
84 TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	0	\$ -	\$ -	
85 SIGN PANEL - TYPE I	SQ FT	4	\$ 25.00	\$ 100.00	
86 TELESCOPING STEEL SIGN SUPPORT	FOOT	0	\$ -	\$ -	
87 METAL POST - TYPE A	FOOT	24	\$ 17.95	\$ 430.80	
88 THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	67	\$ 4.00	\$ 268.00	
89 THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,693	\$ 1.00	\$ 1,693.00	

<u>Unit Price Item</u>	<u>Unit</u>	<u>OPTION 1</u>		<u>PROPOSAL</u>	
		<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>OPTION 1 Extension</u>	
90 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	224	\$ 1.50	\$	336.00
91 THERMOPLASTIC PAVEMENT MARKING-LINE 12"	FOOT	562	\$ 3.00	\$	1,686.00
92 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	203	\$ 6.00	\$	1,218.00
93 PAINT PAVEMENT MARKING - STENCLED NUMBERS	EACH	213	\$ 9.00	\$	1,917.00
94 PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	61	\$ 2.00	\$	122.00
95 PAINT PAVEMENT MARKING - LINE 4"	FOOT	5,500	\$ 0.45	\$	2,475.00
96 PAVEMENT MARKING REMOVAL	SQ FT	0	\$ -	\$	-
97 UNDERGROUND CONDUIT, GALVANIZED STEEL, 1 1/2" DIA.	FOOT	140	\$ 34.50	\$	4,830.00
98 ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 12	FOOT	250	\$ 3.20	\$	800.00
99 LIGHT POLE, ALUMINUM, 14 FT., TYPE A	EACH	1	\$ 4,439.00	\$	4,439.00
100 LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	5	\$ 458.80	\$	2,294.00
101 DETECTOR LOOP REPLACEMENT	FOOT	110	\$ 35.00	\$	3,850.00
102 STELLA D'ORO DAYLILY	EACH	65	\$ 10.00	\$	650.00
103 KARL FOERSTER	EACH	40	\$ 12.00	\$	480.00
104 HICKS YEW, 3'TALL	EACH	31	\$ 75.00	\$	2,325.00
105 HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL AND REPLACEMENT	SQ YD	138	\$ 75.25	\$	10,384.50
106 HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	2,672	\$ 24.45	\$	65,330.40

		OPTION 1		PROPOSAL	
		Approximate			
Unit Price Item	Unit	Number of	Price	OPTION 1	
		Units	Per Unit	Extension	
107 HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	100	\$ 46.25	\$ 4,625.00	
108 COMB CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2,286	\$ 27.00	\$ 61,722.00	
109 RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	0	\$ -	\$ -	
110 STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	102	\$ 80.00	\$ 8,160.00	
111 SITE GRADING	L SUM	1	\$ 40,000.00	\$ 40,000.00	
112 CONSTRUCTION LAYOUT	L SUM	1	\$ 13,600.00	\$ 13,600.00	
113 DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	102	\$ 430.00	\$ 43,860.00	
114 DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	\$ 1,410.00	\$ 1,410.00	
115 SANITARY MANHOLES TO BE ADJUSTED	EACH	18	\$ 955.00	\$ 17,190.00	
116 CONNECTION TO EXISTING SEWER	EACH	6	\$ 390.00	\$ 2,340.00	
117 CONNECTION TO EXISTING STRUCTURE	EACH	24	\$ 150.00	\$ 3,600.00	
118 4' OPEN PICKET FENCE	FOOT	65	\$ 26.00	\$ 1,690.00	
119 6' BOARD ON BOARD FENCE	FOOT	40	\$ 42.00	\$ 1,680.00	
120 TEMPORARY INFORMATION SIGNING	SQ FT	9	\$ 35.00	\$ 315.00	
121 TEMPORARY PAVEMENT	SQ YD	153	\$ 50.00	\$ 7,650.00	
122 REMOVE AND REINSTALL BRICK PAVER	SQ FT	150	\$ 10.00	\$ 1,500.00	
123 EXPLORATION TRENCH, SPECIAL	FOOT	200	\$ 50.00	\$ 10,000.00	
124 TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	263	\$ 75.00	\$ 19,725.00	
125 TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	3	\$ 250.00	\$ 750.00	
126 TEMPORARY ACCESS (ROAD)	EACH	2	\$ 350.00	\$ 700.00	
127 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	23,093	\$ 3.20	\$ 73,897.60	
128 HANDHOLE (SPECIAL)	EACH	1	\$ 1,953.00	\$ 1,953.00	
129 LUMINAIRE, LED LIGHT SOURCE, WITH PHOTOCCELL	EACH	1	\$ 2,067.00	\$ 2,067.00	

TOTAL CONTRACT PRICE (OPTION 1):

<u>Two million eight hundred forty nine thousand two hundred eighty two</u>	Dollars and no	Cents
(in writing)	(in writing)	
<u>\$2,849,282</u>	Dollars and .00	Cents
(in figures)	(in writing)	

PROPOSAL

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package for the sum of 10% Bid Bond - 10% of total selected Option 1, 2, or 3. dollars (\$ \_\_\_\_\_), which is equal to at least ten percent of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 16 of the General Instructions to Bidders and Section 1 of the Special Instructions to Bidders included in this Bid Package.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder acknowledges and agrees that all information provided by it is true and correct and that Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bidding Documents and the Contract, which are by this reference incorporated herein and made a part hereof.

DATED this 19th day of February, 2015.

Attest/Witness

Peter Baker & Son Co.

By: Robert G. Baker

By: Arthur M. Baker II Bidder

Title: Robert G. Baker, Secretary/Treas.

Title: Arthur M. Baker II, President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS**

**PROPOSAL**

**ADDENDA TO BID PACKAGE**

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder's Proposals. Each Bidder shall also list all such Addenda in the place provided therefor in the Bidder's Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an "X" in the box below:

No Addenda Received

Special Provisions  
140982

Village of Grayslake  
2015 Street Resurfacing Program

### **RAILROAD FLAGGING**

**Description.** This work shall be performed in accordance with Section 107.12 of the Standard Specifications.

**General Requirements.** The flagging costs incurred for the work associated at the location of Lake Street and the Canadian National/Wisconsin Central Railroad (CN) grade crossing will be included in the cost of Railroad Protective Liability Insurance. The Contractor is responsible for prepaying the CN in advance for flagging services provided. The Contractor shall deposit the cost of flagging services based on the CN's estimate of days required. If the Contractor uses less than the CN's estimated days, then the Contractor will be charged for the days used and the balance will be reimbursed back to the Contractor. The Contractor is required to conduct operations at all times in full compliance with the rules, regulations and requirements of CN and as described below.

The Contractor shall give thirty (30) days advance written notice to the Engineering Superintendent of the Railroad or his authorized representative prior to commencement of any construction work on the Improvement affecting the railroad property. The Contractor shall notify the Railroad sufficiently in advance of when the protective services are required. The Contractor shall make every effort to notify the Railroad in advance if a previously requested flagger will not be needed for any reason. Any costs for flagging protection provided by the Railroad at the Contractor's request for those days when the Contractor does not work shall be borne by the Contractor.

**Basis of Payment.** All railroad flagging fees shall be included in the cost of RAILROAD PROTECTIVE LIABILITY INSURANCE.

**GENERAL CONDITIONS****ARTICLE IV**  
**INSURANCE****4.3 Minimum Coverages**

5. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this insurance in the name of the Owner and list the Engineer as additionally insured for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000 per occurrence and in the aggregate.

The named insureds for this insurance shall be the Village of Grayslake and \_\_\_\_\_ (the "Named OCP Insureds"). The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for the Owner and naming the Engineer as additionally insured. In addition to the submittal requirements of Section 4.2 above, Contractor shall furnish to Engineer one copy of a certificate of insurance for this Required Coverage.

**ACKNOWLEDGMENT**

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
NOT APPLICABLE		

2. Partnership N/A

Bidder is a partnership that is organized, existing and registered under the laws of the State of N/A pursuant to that certain Partnership Agreement dated as of N/A, that is qualified to do business in the State of Illinois, and that is operating under the legal name of N/A.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
NOT APPLICABLE		

Pursuant to a power of attorney executed by all of the General Partners on N/A, a certified copy of which is hereto attached, N/A is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for the partnership. [Strike out this paragraph if not applicable]

3. Individual

Bidder is an individual whose full name is N/A, whose residence address is N/A and whose business address is N/A. If operating under a trade or

**ACKNOWLEDGMENT**

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on N/A, a certified copy of which is hereto attached, N/A is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

**5. Organizational Structure.**

Provide a brief history of the Bidder's organization. Include an organizational chart or similar document indicating the organizational structure of Bidder, including, without limitation, all apparent and subsidiary organizations of Bidder.

DATED this 19th day of February, 2015.

Attest/Witness

Peter Baker & Son Co  
Bidder

By: Robert G. Baker

By: [Signature]

Title: Robert G. Baker, Secretary/Treas.

Title: Arthur M. Baker II, President

Subscribed and Sworn to before me this 19 day of February, 2015.

My Commission Expires: 12/01/2016

Victoria A. Meyer  
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENTS**

**PETER BAKER & SON COMPANY**  
Organizational Structure

<b>Name</b>	<b>Position</b>	<b>Type of Work</b>	<b>Years of Experience</b>
Arthur M. Baker, II	President	President	43
Robert Baker	Vice President Secretary/Treasurer	VP, Secretary/Treasurer	40
John Brunner	Vice President	Project Management Safety	27
Scott Fisher	Vice President	Construction	44
John Dosemagen	Project Manager	Project Management Estimating	25
Jeff Wrate	Project Manager	Project Management Estimating	19
Peter Baker	Project Manager	Project Management Estimating	4
Rusty Welch	Project Manager	Project Management Estimating	15
Rick Zera	Operations Manager	Project Supervisor - Safety	19
Mark Warnecke	Superintendent	Project Supervisor	12
Jeff Krawchuk	Chief Financial Officer		21
Mike Mooney	Controller		39
Dave Syens, Jr.	Director of Transportation		16
Union Workers			

All employees and any subcontractors hired by Peter Baker & Son Company will be fully capable, experienced and trained in the Work employed to perform.

Peter Baker & Son Co. , Incorporated on December 22, 1938. Corporation Detailed Report File from the Secretary of State is attached.

Baker Manufacturing LLC, filed with Secretary of State on April 27, 2010. LLC File Detail Report from the Secretary of State is attached.

WWW.ILLINOIS.COM

**JESSE WHITE**  
SECRETARY OF STATE



**LLC FILE DETAIL REPORT**

Entity Name	BAKER MANUFACTURING LLC	File Number	03268233
Status	ACTIVE	On	04/09/2014
Entity Type	LLC	Type of LLC	Domestic
File Date	04/27/2010	Jurisdiction	IL
Agent Name	ROBERT G. BAKER	Agent Change Date	04/27/2010
Agent Street Address	1349 ROCKLAND ROAD	Principal Office	1349 ROCKLAND ROAD LAKE BLUFF, IL 600440000
Agent City	LAKE BLUFF	Management Type	MBR <a href="#">View</a>
Agent Zip	60044	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2015
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

**WORK HISTORY STATEMENT**

**4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>NOT APPLICABLE</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>State of Illinois</u>	<u>Dept. of Revenue</u> <u>IL Business Authorization</u>	<u>0328-7068</u>	<u>6/30/2015</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

**6. Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Grayslake</u>	<u>Village of Lake Bluff</u>	<u>City of Lake Forest</u>
Owner Address	<u>10 South Seymour Ave.</u> <u>Grayslake, IL</u>	<u>40 East Center Ave.</u> <u>Lake Bluff, IL</u>	<u>800 North Field Drive</u> <u>Lake Forest, IL</u>
Reference	<u>Mike Debennette</u> <u>Baxter &amp; Woodman</u>	<u>George Russell</u>	<u>Jim Koblas</u>
Telephone Number	<u>815-482-9126</u>	<u>847-234-0774</u>	<u>847-234-2600</u>
Type of Work	<u>2014 Road Resurfacing</u> <u>Program</u>	<u>2011 MFT Program</u> <u>Various Roads</u>	<u>2012 Ashpaht Street</u> <u>Repair Joint Municipalities</u>

**VILLAGE OF GRAYSLAKE**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Peter Baker & Son Co., 1349 Rockland Rd, P.O. Box 187, Lake Bluff, IL 60044-0187,  
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183  
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Connecticut hereinafter called Surety, are held and firmly bound unto the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, as Obligee, hereinafter called Owner, in the full and just sum of 10% Bid Bond - 10% of total bid price Dollars (\$ 10% ), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated February 19, 2015, to Owner entitled "Contract for the Construction of 2015 STREET RESURFACING PROGRAM (Contract 140982.40) -- Bidder's Proposal" (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

STATE OF ILLINOIS

COUNTY OF LAKE

I. VICTORIA A. MEYER, a Notary Public in and for said county

do hereby certify that

ARTHUR M. BAKER, II and ROBERT G. BAKER

(Insert names of individuals signing on behalf of PRINCIPAL & WITNESS)

who are each personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of PRINCIPAL and WITNESS, appeared before me this day in person and acknowledged respectively, that he signed and delivered said instruments as his free and voluntary act for uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of February, 2015

My commission expires 12/1/2016

*Victoria A. Meyer*  
(Notary Public)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227906

Certificate No. 005878935

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

R. B. Schutz, J. S. Pohl, James L. Sulkowski, Carol A. Dougherty, Robert E. Kappus, and Sherene L. Hemler

of the City of Schaumburg, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 23rd day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227906

Certificate No. 005878936

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

R. B. Schutz, J. S. Pohl, James L. Sulkowski, Carol A. Dougherty, Robert E. Kappus, and Sherene L. Hemler

of the City of Schaumburg, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 23rd day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 0280

Peter Baker & Son Co.  
P. O. Box 187 Lake Bluff, IL 60044

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$148,971,000.00

001	EARTHWORK	\$2,350,000
003	HMA PLANT MIX	\$93,175,000
012	DRAINAGE	\$300,000
032	COLD MILL, PLAN. & ROTOMILL	\$6,175,000
042	COLD (IN-PLACE) RECYCLING	\$125,000
08A	AGGREGATE BASES & SURF. (A)	\$2,250,000
15A	COVER & SEAL COATS (A)	\$825,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/25/2014 TO 4/30/2015 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/25/2014.

*Jim Bell*

Interim Engineer of Construction



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

PETER BAKER & SON CO.

**Affidavit of Availability**

For the Letting of 3/8/2015

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
County and Section Number	LAKE 18THA RR-14-5692	LAKE 07-00086-08-CH	LAKE 07-00088-17-WR	LAKE 60N50	Lake 2010-041RS	
Contract With	FH PASCHEN	BERGER EXCAVATING	BERGER EXCAVATING	IDOT	IDOT	
Estimated Completion Date	08/15/15	8/31/2015	08/01/15	08/30/15	10/31/15	
Total Contract Price	\$2,989,524	\$542,021	\$1,880,027	\$2,990,535	\$11,588,227	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0	\$0	\$0	\$1,761,653	\$11,588,227	\$13,349,880
Uncompleted Dollar Value if Firm is the Subcontractor	\$1,182,500	\$542,021	\$430,000	\$0	\$0	\$2,134,521
<b>Total Value of All Work</b>						<b>\$15,484,401</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork				\$8,600	\$579,027	\$587,627
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$1,150,000	\$532,786	\$405,000	\$1,102,956	\$8,453,724	\$11,644,476
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces				\$10,450	\$151,194	\$161,644
Highway, R.R. and Waterway Structures						\$0
Drainage					\$110,380	\$110,380
Electrical					\$63,498	\$63,498
Cover and Seal Coats						\$0
Concrete Construction					\$57,024	\$57,024
Landscaping					\$9,973	\$9,973
Fencing						\$0
Guardrail					\$107,983	\$107,983
Painting						\$0
Signing						\$0
Cold Milling, Planing & Rotomilling	\$12,500	\$9,225	\$25,000	\$293,670	\$1,857,003	\$2,137,398
Demolition						\$0
Pavement Markings (Paint)						\$0
Pavement Markings (Thermoplastic)					\$120,301	\$120,301
Pavement Markings (Other)						\$0
Installation of Raised Pavement Markers					\$78,120	\$78,120
<b>Totals</b>	<b>\$1,162,500</b>	<b>\$542,021</b>	<b>\$430,000</b>	<b>\$1,355,576</b>	<b>\$11,588,227</b>	<b>\$15,076,324</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

PETER BAKER & SON CO.  
Affidavit of Availability  
For the Letting of 3/6/2015  
(Letting Date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	5	6	7	8	Awards Pending	Accumulated Totals
County and Section Number	MCHENRY 29R-RS-3	MCHENRY 14RS-7	LAKE 58RS-3	LAKE 09-P0075-15-BT		
Contract With	IDOT	IDOT	IDOT	BERGER EXCAVATING		
Estimated Completion Date	06/30/15	06/30/15	07/30/15	06/01/15		
Total Contract Price	\$772,013	\$397,358	\$1,781,478	\$43,432		
Uncompleted Dollar Value If Firm Is the Prime Contractor	\$772,013	\$397,358	\$1,781,478	\$0	\$0	\$16,290,729
Uncompleted Dollar Value If Firm Is the Subcontractor	\$0	\$0	\$0	\$25,650	\$0	\$2,160,171
<b>Total Value of All Work</b>						<b>\$18,440,900</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

	5	6	7	8	Awards Pending	Accumulated Totals
Earthwork	\$5,360					\$592,887
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$505,941	\$253,327	\$1,187,870	\$25,650		\$13,817,064
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces	\$9,780		\$3,238			\$174,662
Highway, R.R. and Waterway Structures						\$0
Drainage		\$20,280				\$130,670
Electrical						\$63,498
Cover and Seal Coats						\$0
Concrete Construction						\$57,024
Landscaping						\$8,973
Fencing						\$0
Guardrail						\$107,983
Painting						\$0
Signing						\$0
Cold Milling, Planning & Rotomilling	\$135,126	\$54,746	\$219,907			\$2,547,177
Demolition						\$0
Pavement Markings (Paint)						\$0
Pavement Markings (Thermoplastic)						\$120,301
Pavement Markings (Epoxy)						\$0
Installation of Raised Pavement Markers						\$78,120
<b>Totals</b>	<b>\$656,207</b>	<b>\$328,363</b>	<b>\$1,410,815</b>	<b>\$25,650</b>	<b>\$0</b>	<b>\$17,499,359</b>

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**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

PETER BAKER & SON CO.

**Affidavit of Availability**

For the Letting of 3/6/2015

(Letting Date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	9	10	11	12	Awards Pending	
County and Section Number	LAKE 2R-1-RS-1	LAKE (124&128)RS-7	MCHENRY 21B-R	LAKE 14-F3000-02-BT		
Contract With	IDOT	IDOT	SJOSTRIM	DUNNET BAY		
Estimated Completion Date	07/15/15	07/30/15	09/28/15	07/31/15		
Total Contract Price	\$2,335,221	\$1,179,028	\$148,714	\$453,092		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$2,335,221	\$1,179,028	\$0	\$453,092	\$0	\$20,248,070
Uncompleted Dollar Value if Firm is the Subcontractor	\$0	\$0	\$0	\$0	\$0	\$2,160,171
<b>Total Value of All Work</b>						<b>\$22,468,241</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork	\$26,220	\$11,495			\$830,802
Portland Cement Concrete Paving					\$0
HMA Plant Mix	\$1,805,766	\$767,408	\$85,000	\$408,079	\$16,483,917
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces	\$45,403	\$10,260	\$9,451	\$44,413	\$284,188
Highway, R.R. and Waterway Structures					\$0
Drainage					\$130,570
Electrical					\$83,498
Cover and Seal Coats					\$0
Concrete Construction					\$57,024
Landscaping					\$9,973
Fencing					\$0
Guardrail					\$107,883
Painting					\$0
Signing					\$0
Cold Milling, Planning & Rotomilling	\$324,576	\$202,185			\$3,073,938
Demolition					\$0
Pavement Markings (Paint)					\$0
Pavement Markings (Thermoplastic)					\$120,301
Pavement Markings (Epoxy)					\$0
Installation of Raised Pavement Markers					\$78,120
<b>Totals</b>	<b>\$2,001,965</b>	<b>\$991,348</b>		<b>\$453,092</b>	<b>\$0</b>

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Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

PETER BAKER & SON CO.  
**Affidavit of Availability**  
For the Letting of 3/6/2015  
(Letting Date)

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**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	13	14	15	16	Awards Pending	Accumulated Totals
County and Section Number	LAKE 14-00999-02-GM	COOK 13-W2445-07-RS	LAKE 14-00985-00-RS	LAKE 15-00013-00-RS		
Contract With	LAKE COUNTY	COOK COUNTY	IDOT	LIBERTYVILLE		
Estimated Completion Date	05/31/15	12/30/14	08/15/15	10/31/15		
Total Contract Price	\$873,829	\$3,244,465	\$1,144,299	\$2,809,177		
Uncompleted Dollar Value If Firm is the Prime Contractor	\$303,888	\$9,000	\$1,144,299	\$2,809,177	\$0	\$24,514,432
Uncompleted Dollar Value If Firm is the Subcontractor	\$0	\$0	\$0	\$0	\$0	\$2,160,171
<b>Total Value of All Work</b>						<b>\$26,674,603</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork			\$22,473	\$17,042	\$670,117
Portland Cement Concrete Paving					\$0
HMA Plant Mix	\$95,000		\$740,529	\$1,482,316	\$18,781,761
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces			\$9,375	\$7,140	\$284,704
Highway, R.R. and Waterway Structures					\$0
Drainage					\$130,670
Electrical					\$53,498
Cover and Seal Costs					\$0
Concrete Construction					\$57,024
Landscaping					\$9,973
Fencing					\$0
Guardrail					\$107,963
Painting					\$0
Signing					\$0
Cold Milling, Planning & Rotomilling	\$82,288		\$185,734	\$234,874	\$3,556,834
Demolition					\$0
Pavement Markings (Paint)					\$0
Pavement Markings (Thermoplastic)					\$120,301
Pavement Markings (Epoxy)					\$0
Installation of Raised Pavement Markers					\$78,120
<b>Totals</b>	<b>\$157,288</b>	<b>\$0</b>	<b>\$952,111</b>	<b>\$1,721,371</b>	<b>\$0</b>

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**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 3/8/2015

(Letting Date)

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**Part I. Work Under Contract**

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	17	18	19	20	Awards Pending	Accumulated Totals
County and Section Number	LAKE 14-16000-00-GM	LAKE 11-00101-00-BR	BOONE 12-00091-00-BR			
Contract With	LAKE COUNTY	ALLIANCE CONTRACTORS	CIVIL CONSTRUCTORS			
Estimated Completion Date	08/01/15	08/30/15	08/30/15			
Total Contract Price	\$72,730	\$183,640	\$39,235			
Uncompleted Dollar Value If Firm Is the Prime Contractor	\$72,730	\$0	\$0	\$0	\$0	\$24,587,162
Uncompleted Dollar Value If Firm Is the Subcontractor	\$0	\$183,640	\$39,235	\$0	\$0	\$2,383,046
<b>Total Value of All Work</b>						<b>\$28,970,208</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals	
Earthwork					\$870,117	
Portland Cement Concrete Paving					\$0	
HMA Plant Mix	\$61,136	\$183,640	\$31,928		\$19,058,465	
HMA Paving					\$0	
Clean & Seal Cracks/Joints					\$0	
Aggregate Bases & Surfaces			\$7,307		\$302,011	
Highway, R.R. and Waterway Structures					\$0	
Drainage					\$130,670	
Electrical					\$83,498	
Cover and Seal Coats					\$0	
Concrete Construction					\$57,024	
Landscaping					\$9,973	
Fencing					\$0	
Guardrail					\$107,983	
Painting					\$0	
Signing					\$0	
Cold Milling, Planning & Rotomilling	\$11,594				\$3,568,428	
Demolition					\$0	
Pavement Markings (Paint)					\$0	
Pavement Markings (Thermoplastic)					\$120,801	
Pavement Markings (Epoxy)					\$0	
Installation of Raised Pavement Markers					\$78,120	
<b>Totals</b>	<b>\$72,730</b>	<b>\$183,640</b>	<b>\$39,235</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,072,139</b>

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**VILLAGE OF GRAYSLAKE**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

**GENERAL CONDITIONS OF CONTRACT**

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VILLAGE OF GRAYSLAKE  
CONTRACT FOR THE CONSTRUCTION OF  
2015 STREET RESURFACING PROGRAM  
CONTRACT 140982.40

GENERAL CONDITIONS OF CONTRACT

ARTICLE I  
PERFORMANCE OF THE WORK

1.1 Performance Standards and Obligations

A. Quality of Work.

1. General Standard. All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.

2. Referenced Standards. References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to codes of local, state or federal authorities, shall mean the latest standard, specification, manual or code adopted and published at the date of the Bidder's Proposal, unless specifically stated otherwise. However, no provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner, Engineer, or Contractor from those set forth in this Contract.

3. Proprietary Standards and Equivalency. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided sufficient information is submitted to allow Owner and Engineer to determine that the products proposed are equivalent in substance and function to those named. The equivalency of any product proposed shall be determined by Owner and Engineer, in their sole and absolute discretion, and no such product shall be purchased, fabricated or installed until equivalency shall have been determined, in writing, by Engineer and approved by Owner. Engineer and Owner's written decision with respect to equivalency shall be final.

B. Timeliness of Work.

## GENERAL CONDITIONS

or Engineer. Contractor shall have no claim under this Contract on account of any error, omission, or defect in, or revealed by, any Approved Schedule so reviewed and stamped or any failure, partial failure, or inefficiency of any Approved Schedule so reviewed and stamped. Engineer's stamping of any Approved Schedule with no exception noted shall be considered to mean merely that Engineer has no objection to Contractor proceeding, upon its own full responsibility and liability, with the schedule or schedules proposed.

4. Acceleration. If, at any time, the Work, or any component part of the Work, is behind the Approved Schedule, Contractor shall initiate immediate and definite procedures for accelerating the Work as required to bring the Work, and all component parts of the Work, into compliance with the Approved Schedule. Owner shall not be subject to any claims, demands, or liability for Contractor's acceleration damages or costs incurred to keep the Work in compliance with the Approved Schedule, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Failure of Owner or Engineer to inform Contractor that Contractor is behind the Approved Schedule or to direct and enforce procedures to ensure compliance with the Approved Schedule shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract within the Contract Time.

5. Owner's Right to Perform Work. Any failure of Contractor to comply with this Subsection 1.1B shall entitle Owner to perform or have performed all Work necessary for compliance with this Subsection and to withhold or recover from Contractor the cost of such Work.

C. Completeness of Work. Except for such items as are expressly and specifically required by this Contract to be furnished by Owner, Contractor shall provide at the Work Site, and at no charge to Owner other than the Contract Price, all personnel, equipment, materials, supplies, and other things required to provide, perform and complete the Work described, shown, or reasonably implied, or inferred from prevailing custom or trade usage as being required to produce the results intended, in this Contract. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in this Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of this Contract, Contractor shall understand such personnel, equipment, materials, or supplies to be implied and shall provide such personnel, equipment, materials, or supplies as fully as if it were particularly described. Without limiting the foregoing, Contractor, at its sole cost and expense, shall: (1) arrange for a supply of water, heat, light, power, telecommunications, and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters; (2) provide and maintain sanitary conveniences of sufficient number to accommodate all workers and all personnel of Owner and Engineer engaged in or about the Work; and (3) provide and maintain a clean, weather-tight office, temporary in character, at a central location at the Work Site, with telephone facilities and service, for use as a field office by Contractor, for storage of

## GENERAL CONDITIONS

clearances; utility connections; wiring and control diagrams; type and/or brand of finish or shop coat; adequate operation and maintenance information for all equipment requiring maintenance or other attention; and all similar matters, for all components of the Work. When it is customary to do so, when the dimensions are of particular importance, or for equipment and materials, the Required Submittals shall be certified by the Supplier as correct for, and in full compliance with, this Contract and meeting intended functions.

B. Number and Format. Contractor shall provide complete sets for each Required Submittal with suitable identification as required in the Specifications.. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. . All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner, Engineer, and Contractor.

C. Verification by Contractor. Contractor shall be responsible for obtaining Required Submittals complying with the foregoing from its Subcontractors and Suppliers and returning reviewed documents to them. Contractor shall check and approve all Required Submittals before submitting them to Engineer for review. Contractor shall check and verify, or resubmit for correction, all Required Submittals prepared by a Subcontractor or Supplier, before submitting them to Engineer. Verification and submission of Required Submittals by Contractor shall be deemed to mean that Contractor has, in fact, reviewed and coordinated the information in the Required Submittals with the requirements of the Work and this Contract. Any Required Submittals submitted to Engineer which have not been checked, reviewed, and stamped "Verified by Contractor," will be returned unprocessed.

D. Time of Submission. All Required Submittals shall be provided to Engineer no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Engineer's sole opinion, to permit Engineer to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe.

E. Engineer's Review. Engineer shall review all Required Submittals as soon as reasonably possible after their submission and shall have the right to require resubmittal of, and such corrections in and additions to, any or all Required Submittals as may be necessary to make the Required Submittals conform to this Contract.

F. Responsibility for Delay and Costs of Additional Review. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract. In the event more than two re-submittals of any Required Submittal is necessary to make such Required Submittal conform to this Contract, Contractor shall be charged the total cost incurred by Engineer for all subsequent reviews of Required Submittals. If the amount due Contractor is not sufficient to cover such costs, Contractor shall reimburse Owner for such costs upon demand.

G. Condition Precedent to Performance of Work. No Work with respect to which any Required Submittal is required or has been requested, and no Work dependent on any such Work, shall be provided or performed unless and until the Required Submittal for such Work

## GENERAL CONDITIONS

All Subcontractors and Suppliers shall be directly responsible to Contractor and shall be subject to Contractor's supervision and control. Contractor shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

Contractor shall attend, and shall cause any Subcontractor or Suppliers whose attendance is requested to attend, any pre-construction meetings or construction progress meetings as may be necessary for the orderly performance of the Work, as determined by Owner or Engineer.

B. Contractor's Superintendent. Contractor shall appoint and employ throughout the performance of the Work a competent superintendent who shall be approved by Owner in writing and who shall have complete charge of the Work on behalf of Contractor. Contractor's superintendent shall be at the Work Site at all times during performance of the Work. Contractor shall, before beginning the Work, and at all times during the performance of the Work, keep Owner advised in writing of such superintendent's name and address, and of telephone numbers where such superintendent may be reached at all times. Such superintendent shall not be changed without the consent of Owner unless the individual serving in that capacity leaves Contractor's employ or becomes unable to serve due to circumstances beyond the control of Contractor, which shall in no event be construed to include the necessity of employing such Person on any other contract or work. Any substitute superintendent proposed by Contractor shall be approved by Owner in writing. In any case where Owner determines the performance of Contractor's superintendent is unsatisfactory or unacceptable to Owner, Owner shall have the right to require Contractor to remove such superintendent and to replace such superintendent with a new superintendent satisfactory to Owner. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

### 1.5 Conditions at the Work Site; Record Drawings

Contractor shall be fully responsible for conditions found at, and in the vicinity of, the Work Site. Contractor shall have no claim for damages, for compensation in excess of the

## GENERAL CONDITIONS

shall be plainly marked "Drawing of Record" near the title block and shall be certified as to correctness by Contractor.

### 1.6 Safety of the Work Site

A. Contractor's Responsibility. Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all Persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable Laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to Persons and damage to property. Contractor shall employ or hire a competent safety representative or Subcontractor, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to Persons or property, to devise, supervise and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable Laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to Persons and damage to property. Contractor shall advise Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per Day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions. Neither Owner nor Engineer shall be responsible for conditions at the Work Site, nor for the safety of Persons or property, during the performance of the Work.

Contractor is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Contractor should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains Contractor's sole responsibility under this Contract. Contractor is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Construction Industry Safety & Health Regulations as outlined in Part 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-

## GENERAL CONDITIONS

Contractor shall provide complete and safe access to the Work Site by personnel of Owner's Fire Department at all times and upon demand.

D. Accident Records; Insurance Adjusters. Contractor shall maintain an accurate record of all accidents and other incidents resulting in death, injury, or occupational disease to any Person or in damage to, or loss of, any property and shall promptly report any such accident or incident to Owner and shall provide Owner with copies of all correspondence and pleadings related thereto, including insurance claims and settlements. Contractor shall arrange for Contractor's insurance adjuster to meet with any Person affected by any such accident or other incident promptly and, in all events, within 48 hours after Contractor's receipt of notice from such Person, and a report of the insurance adjuster's findings shall be delivered to such Person within 10 days thereafter, copies of which shall be provided to Owner and Engineer.

### 1.7 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Contractor shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Contractor fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Contractor.

### 1.8 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be responsible and liable for any damages, losses, and injuries resulting from its operations. Contractor shall be fully responsible for the protection of all public and private property and all Persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, (1) provide temporary heating, covering and enclosures, to the satisfaction of Engineer, as necessary to protect the Work against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work; (2) provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work, in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified; and (3) support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work.

Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatever, including damage or loss due to simultaneous work by others.

## GENERAL CONDITIONS

subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

If Owner refuses to approve any Subcontractor or Supplier, or, having once approved a Subcontractor or Supplier, thereafter advises Contractor that such Subcontractor or Supplier is no longer acceptable to Owner, then Contractor shall undertake the Work itself or propose another Subcontractor or Supplier for Owner's approval. No adjustment of the Contract Price or Contract Time shall be made as a result of Owner's refusal to approve, or Owner's revocation of any approval of, any Subcontractor or Supplier.

This Section shall not be construed to prohibit Owner, if and when it exercises any of its rights under Section 6.6 of these General Conditions of Contract, from entering into an independent contractual relation with any Subcontractor or Supplier employed by Contractor, and no such relation shall be construed as interfering with any Subcontract or other relation Contractor may have with such Subcontractors and Suppliers.

B. Subcontractor and Supplier Requirements. In addition to any and all conditions and other requirements that may be imposed by Owner in its approval of any Subcontractor or Supplier, all Work performed under any Subcontract shall be subject to the same provisions set forth in this Contract for the Work performed by Contractor. Furthermore, every Subcontract shall include at least the following provisions:

1. Flow-down. A statement that this Contract has been reviewed by the Subcontractor or Supplier; that Subcontractor or Supplier agrees to be bound by the terms, provisions, and conditions of this Contract so far as they are applicable to the Work under its Subcontract; that Subcontractor or Supplier agrees to assume all obligations and responsibilities of Contractor under this Contract; and that Subcontractor or Supplier agrees to be bound by and governed by any change or alteration in this Contract.
2. Discrimination. The provisions of the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq., shall be printed or otherwise inscribed on the face of the Subcontract.
3. Laws. A statement substantially identical to Section 6.11 of the Contract Agreement requiring Subcontractor or Supplier to comply with all Laws.
4. Application of Payments. A statement that Subcontractor or Supplier agrees that all funds received directly or indirectly from Owner shall be applied to the payment or reimbursement of the costs for which they were paid and not to any preexisting or unrelated debt between Contractor and Subcontractor or Supplier.
5. No Compensation for Delay. A statement substantially identical to Subsection 2.3D of these General Conditions of Contract to the

## GENERAL CONDITIONS

B. Coordination. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall keep itself informed of the progress and the detail of such other work; shall afford Owner and other contractors reasonable opportunity for the execution of such other work; shall properly connect and coordinate the Work with such other work; and shall notify Engineer immediately of lack of progress or defective workmanship in the provision, performance, or completion of such other work in any case where such lack of progress or defective workmanship will or may interfere with the Work or the operations of Contractor or its Subcontractors. Whenever there is a conflict between the Work and such other work, Engineer shall, upon request of Contractor or the Person performing such other work, determine the manner in which such conflict shall be resolved or accommodated. Contractor shall proceed at its own risk in the event Contractor fails to request such determination from Engineer.

C. By Others. Contractor acknowledges that other contractors not under the direction or control of Owner may be encountered in the performance of the Work by Contractor. Contractor shall perform the Work in such a manner as to enable both the Work and the work of such other contractors to be completed without hindrance or interference from each other.

D. Changes. If other contractors, regardless of whether such contractors are under the direction or control of Owner or are not under the direction or control of Owner, change the conditions found at, or in the vicinity of, the Work Site, both Contractor and Owner shall treat the new conditions as if they were previously existing conditions. Owner shall not be entitled to any credits and Contractor shall not be entitled to any equitable adjustment in the Contract Price as a result of such changes except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of these General Conditions of Contract.

E. Claims. If the Work or any of Contractor's operations or property is damaged by any other Person, Contractor shall make its claim directly against such Person. If a dispute develops between Contractor and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Contractor shall restore the Work immediately. Failure of Contractor to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance with this Subsection 1.10E and to withhold or recover from Contractor the cost of such Work.

### **1.11 Occupancy Prior to Final Acceptance**

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Acceptance of the Work. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and

## GENERAL CONDITIONS

any Work conducted beyond the regular eight-hour workday, or at any time on Saturdays, Sundays, or federal, state or local holidays.

### **Reimbursement for Engineering Services beyond the Contract Completion Date**

Owner shall have the right to charge Contractor for engineering and inspection services in connection with any Work beyond the approved contract completion date. Such charge shall be at the Engineer's standard hourly rate applied to the hours worked during the regular eight hour workday. Any hours beyond the regular eight hour workday shall be charged in accordance with Section 1.13 of Article I of the General Conditions. Each pay request submitted shall be reduced by the amount owed for reimbursement for engineering services beyond the contract completion date. If the amount due Contractor is not sufficient to cover such charge, Contractor shall reimburse Owner upon demand.

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

A. Field Adjustments. No equitable adjustment shall be made in the Contract Price, and no Change Order, other than a possible Balancing Change Order pursuant to Paragraph 5.1C2 of these General Conditions of Contract, shall be issued, for field adjustments in the Work ordered by Owner or resulting from, arising out of, or in any way related to, conditions found at, or in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed site conditions due to work by other contractors, and similar site conditions, that, in combination with all Change Orders and all other field adjustments, increase the quantity of any Unit Price Item by 25 percent or less of the approximate quantity for that Unit Price Item set forth in the Schedule of Prices, or increase the quantity of discrete units comprising any lump sum component part of the Work by 25 percent or less of the quantity of discrete units comprising that lump sum component part of the Work set forth in the Breakdown Schedule, as the case may be. Contractor shall be solely responsible for dealing with such field adjustments and Owner shall not be entitled to any credits and Contractor shall not be entitled to any equitable adjustments in the Contract Price as a result of such field adjustments. For Work to be paid on a Unit Price basis, any such increases in the quantity of any Unit Price Item shall be paid for at the respective Unit Price for each such Unit Price Item set forth in the Schedule of Prices. For lump sum Unit Prices, the percentage of increase, and the amount to be paid for such field adjustments, shall be determined on the basis of the number of discrete units comprising such lump sum Unit Price Item set forth in the Breakdown Schedule for that lump sum Unit Price Item. For Work to be paid on a lump sum basis, no amounts shall be paid for such increases in any lump sum component part of the Work other than the lump sum amount included in the Breakdown Schedule for that lump sum component part of the Work.

B. Change Orders. Owner shall have the right to issue Change Orders to Contractor without the consent of Contractor and without notice to any surety of Contractor. Owner shall also issue Change Orders making an equitable adjustment in the Contract Price for

## GENERAL CONDITIONS

after receipt of such Change Order. All such claims shall, if not made prior to such time, be conclusively deemed to have been waived. Any claims by Contractor for an equitable adjustment in the Contract Price or Contract Time that have not been included, or fully included, in a Change Order shall not relieve Contractor of its responsibility to proceed without delay to perform the Work in compliance with the Change Order.

No equitable adjustment shall be made in the Contract Price or Contract Time on the basis that the Work is, or has become, more difficult than Contractor's Price Proposal would reflect or because of any risk or change in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time as set forth in Subsection 2.1A above and in Subsection 2.4A below.

### **2.3 Contract Price Adjustments**

A. Increased Work. If any Change Order causes an increase in the amount of the Work or if a Change Order is required to be issued for certain field adjustments as set forth in Subsection 2.1B above ("Increased Work"), then Engineer shall determine, and include in such Change Order, subject to the limitations of Sections 2.1 and 2.2 above, the amount of the equitable adjustment in Contract Price, if any, to be allowed. Such determination shall be made as follows:

1. Unit Prices. If the Schedule of Prices provides Unit Prices and if the Increased Work or any part thereof that can be classified under one or more of the Unit Price Items set forth in the Schedule of Prices, then such Increased Work or part thereof classified under such Unit Price Item shall be paid for at the Unit Price listed in the Schedule of Prices for such Unit Price Item unless, for good cause shown, Contractor and Owner agree upon either a greater or lesser Unit Price for such Increased Work or part thereof or unless Owner, in its sole discretion, elects not to pay for the Increased Work or part thereof on the basis of Unit Prices, in which event, such Increased Work shall be paid for as set forth in either Paragraph 2.3A2 or Paragraph 2.3A3 below.
2. Agreed Prices. If the Schedule of Prices does not provide Unit Prices or if the Increased Work or any part thereof cannot be classified under one or more of the Unit Price Items set forth in the Schedule of Prices or if Owner elects, pursuant to Paragraph 2.3A1 above, not to pay for the Increased Work or part thereof on the basis of Unit Prices, then such Increased Work or part thereof shall be paid for on the basis of such lump sum price or such time and material prices as Owner and Contractor may agree prior to the commencement of such Increased Work unless Owner elects, in its sole discretion, to pay for such Increased Work or part thereof as set forth in Paragraph 2.3A3 below.

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Contractor may add a maximum of fifteen percent of the reasonable costs set forth above to cover the costs of use of capital, overhead, and profit, including premiums on any Bonds or insurance on account of the Increased Work (except as hereinbefore permitted for direct reimbursement, and profit and overhead of any and all Subcontractors and Suppliers performing all or any part of the Increased Work.

Contractor shall keep a daily record of all Increased Work provided, performed, or completed by Contractor or any Subcontractor or Supplier. The daily record shall include the nature of the Increased Work performed, the names of all personnel employed and the hours worked by each, the equipment, materials and supplies used, including, where appropriate, the quantities used and the hours of use. To constitute verification that Increased Work was provided, performed, or completed, the daily record for each Day must be signed by both Contractor and Engineer not later than the end of the following business day. Contractor's failure to so keep and so verify such a daily record shall constitute a waiver of any claim for compensation for Increased Work.

In the event of any dispute as to the reasonableness of the method or manner of performing any Increased Work, or the cost thereof, including, but not limited to, personnel or equipment requirements to perform the Increased Work, Contractor shall provide all supporting documentation, including cancelled checks, payroll documentation, and any relevant union requirements or regulations. In the absence of such supporting documentation, Engineer's determination of the reasonableness of the chosen method or manner of performing the Increased Work, of the cost thereof, and, if unreasonable, of the reasonable cost of providing, performing, and completing the Increased Work if a reasonable method or manner or cost had been chosen, shall be conclusive and binding on Contractor.

4. For purposes of Paragraphs 2.3A1 and 2.3A2, in determining whether the Increased Work or any part thereof can be classified under one or more of the Unit Price Items set forth in the Schedule of Prices, any increase in any component part of the Work included or subsumed within a Unit Price Item as defined in the Contract Drawings and Specifications shall be classified under such Unit Price Item and the fact that Contractor uses a different method of providing, performing, and completing Increased Work than Contractor originally contemplated shall not be a basis for not classifying Increased Work under one or more of the Unit Price Items set forth in the Schedule of Prices.

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6. Delays in transportation; and
7. Acts of God or natural phenomena, whether or not such phenomena are unusual or unusually severe considering the time of year and the particular locality involved.

Contractor expressly agrees that it will accept in full satisfaction for all such delays and hindrances a possible extension of the Contract Time, if applicable, as provided in Subsection 2.4C below and that it will make no claim for, nor be entitled to, equitable adjustment of the Contract Price; or any compensatory, acceleration, or disruption damages; or any other damages or costs of any kind or nature for any such delays or hindrances, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

### 2.4 Extensions of Contract Time

A. Anticipated Delays. Difficulties or obstructions that may arise out of, or be encountered as a result of, adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors are inherent in the nature of the Work of this Contract. Allowances and contingencies for dealing with such difficulties or obstructions are to be allowed for in Contractor's schedule and shall not be treated as unavoidable delays pursuant to Subsection 2.4C below. Changes in the sequence in which the Work is provided, performed, and completed resulting from delays or hindrances that affect only part of the Work but not the provision, performance, or completion of other parts of the Work, nor completion of the whole of the Work, are also inherent in the nature of the Work of this Contract. Allowances and contingencies for such changes are to be allowed for in Contractor's schedule and shall not be treated as unavoidable delays pursuant to Subsection 2.4C below.

B. Extensions for Increased Work. Subject to Subsection 2.4A above, when a Change Order causes an increase in the time required to complete the Work, an extension of the Contract Time shall be granted as part of such Change Order for a period of time equal to the additional time required to complete the Work.

C. Extensions for Unavoidable Delays. Subject to Subsection 2.4A above, for any delay or hindrance in completing the Work that may result from causes that could not be avoided or controlled by Contractor, as determined by Owner, Contractor shall upon timely written application, immediately upon the occurrence of any event giving rise to such unavoidable delay and, in any event, no later than two business days thereafter, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause.

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### 2.7 No Other Compensation

No payments, compensation, damages, reimbursements, or monetary consideration of any kind shall be paid or owing to Contractor in connection with, or arising out of, this Contract other than, and subject to deduction as provided for in this Contract, the lump sum amount or amounts stated in the Schedule of Prices, for Work to be paid on a lump basis, the Unit Price stated in the Schedule of Prices for each acceptable unit of each Unit Price Item installed and complete in place, measured on the basis defined in the Contract Drawings and Specifications or, in the absence of such definition, on the basis determined by Engineer, for Work to be paid on a Unit Price basis, the equitable adjustment in the Contract Price included in any Change Order, and any bonuses provided for, and only to the extent provided in, the Special Conditions of Contract. Contractor shall not claim or be entitled to any other payment, compensation, damage, reimbursement, or monetary consideration of any kind for the provision, performance, or completion of the Work.

### 2.8 Specific References Exemplary

No specific provision of this Contract to the effect that there shall be no change or adjustment in the Contract Price or Contract Time shall be construed to be an exclusive listing of the circumstances in which there shall be no adjustment in Contract Price or Contract Time, but, rather, all such provisions shall be construed to be exemplary only.

## ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

### 3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner, by Engineer, by any public authority having jurisdiction, and by any other Person designated by Owner. Contractor shall furnish, at its own expense, all reasonable access, assistance, and safe and proper facilities required by such Persons for such inspection and testing, both at the Work Site and at any Subcontractor's or Supplier's plant or other source of supply, with full permission to take samples of any materials or supplies that may or might be used in the Work, at Contractor's own expense. Contractor shall notify Owner and Engineer of the readiness of any part of the Work for any inspection or test that may be required by or pursuant to this Contract or applicable Laws. Owner and Engineer shall perform all of their inspections and tests so as not to delay the Work unduly, but Contractor shall schedule the Work in light of the need for time to perform such inspections and tests. No part of the Work as to which any specific inspection or test is required shall be covered or closed until such inspection or test has been completed. If such Work is covered or closed, then it shall be uncovered or opened and, after the inspection or test, recovered or reclosed, by Contractor, all at Contractor's expense. The quality, technical accuracy, completeness, and coordination of all reports, documents, data, information, and other items and services under this Contract that are prepared, submitted, or delivered by Contractor or its subcontractors to Owner or Engineer are included as part of the Work that is subject to this Article III.

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B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranties that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in the Contract Drawings and Specifications, in the Special Conditions of Contract, or by Law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement, or such longer period as may be prescribed in the Contract Drawings and Specifications, in the Special Conditions of Contract, or by Law. Nothing contained in this Subsection 3.2B shall be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and has no relationship to the time within which the obligations to comply with this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

### **3.3 Contractor Duty to Correct Without Delay**

In the event of any claim by Owner pursuant to Section 3.1 or Section 3.2 above that the Work is defective, damaged, flawed, unsuitable, nonconforming, or that the Work fails to fulfill the above warranty, Contractor shall be given a reasonable opportunity to confirm the validity of such claim, but Contractor shall not, unless authorized in writing by Owner, delay correction of the claimed defect, damage, flaw, unsuitability, nonconformity, or failure while making such determination. In the event any such claim is shown to be invalid following such correction by Contractor, Owner shall pay the cost of such correction.

### **3.4 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 above, Contractor fails, refuses, or neglects to make, or to undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

If in the judgment of Owner, the delay required to give Contractor the aforesaid two business days notice would cause serious damage or loss that could be avoided by immediate action, Owner shall have the right, without giving prior notice to Contractor, to perform, or to have performed, all work necessary to make the corrections and to recover from Contractor the cost of such corrections. In such event, Contractor shall be notified as promptly as possible and shall assist, whenever possible, in making the necessary corrections.

### **3.5 Subcontractor and Supplier Warranties**

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Contractor shall furnish to Owner two copies of a certificate of insurance and one copy of an insurance policy for each Required Coverage. Each such certificate and policy shall be in a form satisfactory to Owner and shall provide that no change, modification in, or cancellation of the insurance represented by it shall become effective until the expiration of 30 Days after written notice thereof shall have been given by the insurance company to Owner and any Additional Insured.

### 4.3 Minimum Coverages

Unless otherwise provided in the Special Conditions of Contract, Contractor shall, prior to and at all times while, providing, performing, or completing the Work, procure, maintain, and keep in force, at Contractor's expense, at least the following minimum insurance coverages:

1. Workers' Compensation and Employer's Liability with limits not less than:
  - (a) Workers' Compensation: Statutory;
  - (b) Employer's Liability:
    - \$1,000,000 injury-per occurrence
    - \$1,000,000 disease-per employee
    - \$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies to the State of Illinois and contain an "all States" endorsement, and provide a waiver of subrogation in favor of Owner.

2. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
  - (a) Each Occurrence: \$2,000,000
  - (b) General Aggregate: \$10,000,000

Coverages shall include:

- Premises Operations

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5. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000 per occurrence and in the aggregate.

The named insureds for this insurance shall be the Village of Grayslake and Baxter & Woodman, Inc. (the "Named OCP Insureds"). The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for Owner and Engineer. In addition to the submittal requirements of Section 4.2 above, Contractor shall furnish to Engineer one copy of a certificate of insurance for this Required Coverage.

### 4.4 Additional Coverages

The insurance coverages and limits required by Section 4.3 above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance as required by Section 4.1 above or on Contractor's liability for losses and damages under this Contract. Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this Contract.

### 4.5 Subcontractor Insurance

Unless otherwise provided in the Special Conditions of Contract or unless otherwise approved by Owner in a Change Order, Contractor shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$2,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Contractor by this Article.

## ARTICLE V PAYMENT

### 5.1 Progress Payments

A. General. Owner shall pay to Contractor in monthly installments, subject to any additions, deductions, or withholdings provided for in this Contract, 90 percent of the Value of the Work, determined in the manner set forth in Subsection 5.1C below, installed and complete

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other things covered by the Pay Request; and the absence of any interest, whether in the nature of a Lien or otherwise, of any Person in the Work, the Work Site, or any other property belonging to, or being held by, Owner.

C. Value of Work. The Value of the Work shall be determined as follows:

1. Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract Agreement and before submitting its first Pay Request, submit to Engineer a schedule showing the value of each component part of such Work, and the quantity of discrete units comprising such component part of the Work, in form and with substantiating data and documentation acceptable to Engineer ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for lump sum Work. Overhead and profit shall not be listed as separate items in the Breakdown Schedule. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Engineer. No payment shall be made for any lump sum Work until Contractor has submitted, and Engineer has approved, an acceptable Breakdown Schedule.

Engineer may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Engineer, Owner shall have the right either to suspend Progress and Final Payments for lump sum Work or to make such Payments based on Engineer's determination of the value of the Work completed.

2. Unit Price Items. For all Work to be paid on a Unit Price basis, the value of such Work shall be determined by Engineer on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable unit price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis defined in the Contract Drawings and Specifications or, in the absence of such definition, on the basis determined by Engineer. For lump sum Unit Prices, Contractor shall submit, as and when required pursuant to Paragraph 5.1C1 above, a Breakdown Schedule for such lump sum Unit Price Items.

The number of units of Unit Price Items stated in the Schedule of Prices are Engineer's estimate only and shall not be used in establishing the Progress and Final Payments due Contractor. The Contract Price shall be adjusted, by a Balancing Change Order, to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

D. Date of Payment. Contractor shall be paid no later than 45 Days following Owner's approval of each Pay Request, and the amount of the Progress Payment requested, at a meeting of Owner's governing body. Owner shall have no obligation to approve any Pay Request that is not in full compliance with the requirements of this Contract.

### 5.2 Final Acceptance and Final Payment

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Engineer is prepared to deliver to Owner its written recommendation that the Work be finally accepted, Contractor shall be charged the total cost incurred by Engineer for all subsequent inspections and the preparation of such additional Punch Lists. If the amount due Contractor is not sufficient to cover such costs, Contractor shall reimburse Owner for such costs upon demand.

Upon being satisfied that the Work and Work Site are ready for final acceptance pursuant to the requirements of this Contract, Owner shall issue its written notice of final acceptance of the Work to Contractor ("Final Acceptance").

C. Final Payment. As soon as practicable, but not more than 60 days after Final Acceptance, Contractor shall submit to Engineer four originally executed copies of a Pay Request requesting Final Payment ("Final Pay Request") for Engineer's review and recommendation of appropriate payment. Owner shall pay to Contractor the balance of the Contract Price, as determined by Engineer, after deducting therefrom all charges against Contractor as provided for in this Contract and all amounts, if any, to be retained under the Special Conditions of Contract ("Final Payment"). Final Payment shall be made not later than 15 Days after the expiration of the time within which claims for labor performed or equipment, materials, or supplies provided must be filed under any applicable Law pertaining to Liens, or the expiration of 30 Days after Owner approves the Final Pay Request, whichever is later; provided, however, that Owner shall not be obligated to make Final Payment unless and until Contractor has submitted and has caused its Subcontractors and Suppliers to submit all required data and documentation to Owner and all such data and documentation is complete and in proper form.

### 5.3 Title to Work and Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time, at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no liens against the Work or the public funds held by Owner exist in favor of any Person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any Person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed for or by reason of any equipment, materials, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien, or, if permitted by Owner, furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against such Lien.

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All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and not to any preexisting or unrelated debt between Contractor and Owner or between Contractor and any other Person.

### **5.6 Work Entire**

This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

## **ARTICLE VI DISPUTES AND REMEDIES**

### **6.1 Notice of Dispute**

If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer ("Disputed Decision"), Contractor may, immediately upon receiving any such Disputed Decision, notify Engineer in writing, with a copy to Owner, of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof ("Notice of Dispute"); provided, however, that Contractor shall, nevertheless proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner or Engineer without regard to such dispute or objection and such Notice of Dispute. Unless Contractor so notifies Engineer not later than two business days after receipt of such Disputed Decision, and, whenever feasible, prior to taking any action based upon such Disputed Decision, Contractor shall be conclusively deemed (1) to have agreed to and accepted such Disputed Decision as being fair, reasonable, and finally determinative of Contractor's obligations and rights under this Contract; (2) to have waived all grounds for dispute of or objection to such Disputed Decision; and (3) to have waived all claims for damages and equitable adjustments to the Contract Price and Contract Time based on such Disputed Decision.

### **6.2 Negotiation of Disputed Decisions**

To avoid and settle without litigation any Disputed Decision, Owner and Contractor agree to engage in good faith negotiations as provided in this Section. Within three business days after Engineer's receipt of any Notice of Dispute, Engineer shall deliver to Contractor, with a copy to Owner, Engineer's preliminary written response either rejecting Contractor's claim, recommending to Owner approval of Contractor's claim, suggesting a compromise of Contractor's claim, or requesting additional information. Within three business days after Contractor's receipt of Engineer's preliminary written response, Contractor shall deliver to Engineer any additional information requested and notify Engineer whether Contractor is withdrawing, modifying or reaffirming its Notice of Dispute. Within three business days after Engineer's receipt of

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3. Contractor being or becoming insolvent, making a general assignment for the benefit of creditors, or assigning its right to any or all payments due under this Contract or to any part of the Work.
4. Contractor's failure or refusal to pay any of its debts as they come due, including failure to pay when due any money owed to any Subcontractor or Supplier.
5. Contractor's failure, refusal, or delay to prosecute the Work, or any part thereof, diligently at a rate that assures completion of the Work in full compliance with, and as required by or pursuant to, this Contract on or before the Completion Date.
6. Contractor's failure, refusal, or delay to provide, perform, and complete the Work, or any part thereof, free from defects, damage, and flaws; in strict conformity to the requirements of this Contract; and in a manner suitable for its intended purposes.
7. Contractor falsely making, or being found to have falsely made, any representation or warranty in any Bidding Document or in or pursuant to this Contract.
8. Contractor executing the Work in bad faith.
9. Contractor's failure, refusal, or delay to perform, to satisfy, or to be in full compliance with, any other requirement of this Contract.

B. Owner's Remedies for Contractor's Default. If it should appear at any time prior to Final Payment, whether as a result of any inspection or test or otherwise, that an Event of Default has occurred or is in existence, and if Contractor should fail to cure and eliminate such Event of Default within five business days after Contractor's receipt of Owner's written notice of such Event of Default, then Owner 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:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 6.6B1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

## GENERAL CONDITIONS

and to exist in addition to every other such remedy and in addition to all other remedies provided by law or equity.

E. Provisions Exemplary. Any reference in this Contract to Owner's right to invoke the remedies of this Section are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances under which these remedies may be exercised, but rather they are intended to be only exemplary.

F. Termination or Suspension Deemed for Convenience. Any termination or suspension of Contractor's rights under this Section 6.6 for an alleged Event of Default that is ultimately held unjustified shall be deemed a termination or suspension for the convenience of Owner under Section 1.12 of these General Conditions of Contract.

### **ARTICLE VII** **DEFINITIONS**

#### **7.1 Defined Terms**

A. Addendum. Any written or graphic instrument issued prior to the execution of this Contract, dated and signed by Owner or Engineer, that modifies, interprets, or corrects the Bidding Documents or this Contract.

B. Additional Insureds. The Persons identified in Section 4 of the Special Conditions of Contract.

C. Approved Rate. See Paragraph 2.3A3 of these General Conditions of Contract.

D. Approved Schedule. See Paragraph 1.1B2 of these General Conditions of Contract.

E. Balancing Change Order. See Paragraph 5.1C2 of these General Conditions of Contract.

F. Bid Package. The bound set of documents based upon which Owner solicited proposals for this Contract, consisting of the Bidding Documents and this Contract.

G. Bidder's Proposal. The proposal to enter into this Contract, completed and executed by Contractor, and based upon which this Contract was awarded by Owner to Contractor.

H. Bidding Documents. The documents incorporated by reference in Section 3 of the Invitation for Bidder's Proposals and included in the Bid Package.

I. Bond. Performance Bond, Labor and Material Payment Bond, and any other instrument of security, furnished, or required by this Contract to be furnished, by Contractor or its surety or sureties.

## GENERAL CONDITIONS

- W. Disputed Decision. See Section 6.1 of these General Conditions of Contract.
- X. Engineer. See Subparagraph 1.3A2(b) of the Contract Agreement.
- Y. Event of Default. See Section 6.6 of these General Conditions of Contract.
- Z. Final Acceptance. See Subsection 5.2B of these General Conditions of Contract.
- AA. Final Pay Request. See Subsection 5.2C of these General Conditions of Contract.
- BB. Final Payment. See Subsection 5.2C of these General Conditions of Contract.
- CC. General Instructions to Bidders. The instructions to bidders included in the Bid Package.
- DD. Increased Work. See Subsection 2.3A of these General Conditions of Contract.
- EE. Invitation for Bidder's Proposal. The invitation for bidder's proposals included in the Bid Package and by which Owner invited proposals to enter into this Contract.
- FF. Laws. All laws, statutes, ordinances, regulations, orders, decrees and other legal requirements, whether federal, state or local existing on or after the date of execution of this Contract.
- GG. Lien. See Subsection 5.3B of these General Conditions of Contract.
- HH. Notice of Completion. See Subsection 5.2A of these General Conditions of Contract.
- II. Notice of Dispute. See Section 6.1 of these General Conditions of Contract.
- JJ. Overtime Work. See Section 1.13 of these General Conditions of Contract.
- KK. Owner. See Subparagraph 1.3A2(c) of the Contract Agreement.
- LL. Pay Request. See Subsection 5.1B of these General Conditions of Contract.
- MM. Person. Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship or other legal entity of any kind, either public or private, and any legal successor, agent, representative or authorized assign of the above.
- NN. Price Proposal. The total compensation proposed to be accepted by Contractor for the Work in the Bidder's Proposal and from which the Contract Price is derived.

## GENERAL CONDITIONS

AAA. Work. See Subparagraph 1.3A2(d) of the Contract Agreement.

BBB. Work Site. See Subparagraph 1.3A2(e) of the Contract Agreement.

### 7.2 Word Usage

A. Tense and Form. Words used or defined in one tense or form shall include other tenses and derivative forms.

B. Number. Words in the singular number shall include the plural number, and words in the plural number shall include the singular number.

C. Shall and May. The word “shall” is mandatory. The word “may” is permissive.

D. Subjective Standards. Whenever in this Contract the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved,” or terms of like effect or import, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” or “satisfactory,” or adjectives of like effect or import, are used to describe a requirement, direction, review, or judgment of Owner or Engineer as to the Work, it is intended that such requirement, direction, review, or judgment shall be solely to evaluate the Work for compliance with this Contract, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract, and shall not be regarded as any assumption of risk or liability by Owner or Engineer.

E. Headings. In case of any difference of meaning or implication between any provision of this Contract and any heading, the Contract provision shall control and no heading shall be construed to limit the scope or intent of any provision of this Contract.

**VILLAGE OF GRAYSLAKE**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

**SPECIAL CONDITIONS OF CONTRACT**

1. **Scheduling**
  
2. **Special Construction Requirements**
  
3. **Special Technical Requirements**
  
4. **Special Financial Assurances**

A. **Additional Insureds/Indemnities.** As provided in Subsection 4.2B and Section 4.3 of the Contract Agreement, the following Persons, including the elected and appointed officers, agents, employees, and officials of said Persons (the "Additional Insureds") shall be named as additional insureds on the Commercial General Liability insurance required pursuant to this Contract, and the hold harmless and indemnification protection specified in Section 4.3 of the Contract Agreement shall be extended to such Additional Insureds as third-party beneficiaries thereof:

## CONTRACT DRAWINGS

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
1	COVER SHEET	2/6/2015
2	INDEX OF SHEETS, HIGHWAY STANDARDS, BENCHMARKS	2/6/2015
3	MAINTENANCE OF TRAFFIC GENERAL NOTES	2/6/2015
4	GENERAL NOTES	2/6/2015
5-8	SUMMARY OF QUANTITIES	2/6/2015
9-14	TYPICAL SECTIONS AND HOT-MIX ASPHALT MIXTURE REQUIREMENTS	2/6/2015
15-19	ROADWAY PLAN AND PROFILE - HARVEY AVENUE	2/6/2015
20-23	ROADWAY PLAN AND PROFILE - SCHOOL STREET	2/6/2015
24	ROADWAY PLAN AND PROFILE - BURTON STREET	2/6/2015
25	PLAN - METRA TRAIN STATION PARKING LOT D	2/6/2015
26	EXISTING CONDITIONS AND REMOVAL PLAN - SLUSSER STREET PARKING LOT	2/6/2015
27	GEOMETRIC PLAN - SLUSSER STREET PARKING LOT	2/6/2015
28	STRIPING AND SIGNAGE PLAN - SLUSSER STREET PARKING LOT	2/6/2015
29	LANDSCAPING PLAN - SLUSSER STREET PARKING LOT	2/6/2015
30	LIGHTING PLAN - SLUSSER STREET PARKING LOT	2/6/2015
31	STREET LIGHTING DETAILS - SLUSSER STREET PARKING LOT	2/6/2015
32-34	MISCELLANEOUS DETAILS	2/6/2015

**VILLAGE OF GRAYSLAKE**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

Bond #106272359

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that Peter Baker & Son Company, 1349 Rockland Road, Lake Bluff, Illinois 60044-0187 as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 as Surety, a corporation organized and existing under the laws of the State of Connecticut **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, as Obligee, hereinafter called Owner, in the full and just sum of **Two million seven hundred six thousand one hundred twenty seven and 45/100's (\$2,706,127.45)** for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated April 7, 2015, with Owner entitled "Contract Agreement Between Village of Grayslake and Peter Baker & Son Company for the Construction of **2015 STREET RESURFACING PROGRAM** – Contract **140982.40**" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the **2015 STREET RESURFACING PROGRAM**, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and

**PERFORMANCE BOND**

Signed and sealed this 23<sup>rd</sup> day of April, 2015.

Attest/Witness:

PRINCIPAL: PETER BAKER & SON COMPANY

By: Robert G. Baker

By: Arthur M. Baker II  
**[NAME OF CONTRACTOR'S EXECUTING OFFICER]**

Title: Robert G. Baker  
Secretary/Treasurer

Title: President  
**[TITLE OF CONTRACTOR'S EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

Travelers Casualty and Surety Company of America

By: Carol A. Dougherty

By: Carol A. Dougherty  
Carol A. Dougherty  
Attorney in Fact

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: 847-485-2416

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF GRAYSLAKE**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2015 STREET RESURFACING PROGRAM**  
**CONTRACT 140982.40**

Bond #106272359

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that Peter Baker & Son Company, 1349 Rockland Road, Lake Bluff, Illinois 60044-0187, as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, Connecticut 06183, as Surety, a corporation organized and existing under the laws of the State of Connecticut, hereinafter called Surety, are held and firmly bound unto the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of Two million seven hundred six thousand one hundred twenty seven and 45/100's\*\*\*\* (\$2,706,127.45) to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated April 7, 2015, with Owner entitled "Contract Agreement Between Village of Grayslake and Peter Baker & Son Company for the Construction of **2015 STREET RESURFACING PROGRAM – Contract 140982.40**" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the **2015 STREET RESURFACING PROGRAM**, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**PAYMENT BOND**

Signed and sealed this 23rd day of April, 2015.

Attest/Witness:

PRINCIPAL: Peter Baker & Son Company

By: Robert G. Baker

By: Arthur M. Baker II  
**[NAME OF CONTRACTOR'S EXECUTING OFFICER]** Arthur M. Baker II  
President

Title: Robert G. Baker  
Secretary/Treasurer

Title: \_\_\_\_\_  
**[TITLE OF CONTRACTOR'S EXECUTING OFFICER]**

~~Attest~~ Witness:

SURETY: Travelers Casualty and Surety Company of America  
**[NAME OF SURETY]**

By: Sharon L. Schmidt

By: Carol A. Dougherty  
Carol A. Dougherty  
Attorney in Fact

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: 847-485-2416

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENTS**

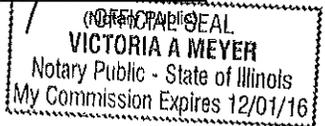
STATE OF ILLINOIS  
COUNTY OF LAKE

I VICTORIA A. MEYER, a Notary Public in and for said county  
do hereby certify that Arthur M. Baker II and Robert G. Baker  
(Insert names of individuals signing on behalf of PRINCIPAL & WITNESS)

who are each personally known to me to be the same person whose name is subscribed to  
the foregoing instrument on behalf of **PRINCIPAL and WITNESS**, appeared before me this day in  
person and acknowledged respectively, that he signed and delivered said instruments as his free  
and voluntary act for uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April, 2015  
My commission expires 12/1/2016

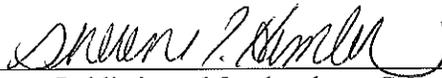
*Victoria A. Meyer*



*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK** SS:

On this **23rd day of April, 2015**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Travelers Casualty and Surety Company Of America**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: **03/29/18**





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229247

Certificate No. 006328733

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

R. B. Schutz, J. S. Pohl, James L. Sulkowski, Carol A. Dougherty, Robert E. Kappus, Sherene L. Hemler, Meredith H. Mielke, Mike Pohl, Robert Mielke, and John Adams

of the City of Schaumburg, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of April, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of April, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

## Lake County Prevailing Wage for February 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		42.000	44.000	2.0	1.5	2.0	9.900	17.24	0.000	0.500
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMMUNICATION TECH		BLD		35.130	37.230	1.5	1.5	2.0	11.07	11.77	0.000	0.530
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRICIAN		BLD		39.400	43.340	1.5	1.5	2.0	13.59	15.71	0.000	0.640
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD 1		47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 2		45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 3		43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 4		41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 5		50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 6		48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 7		50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 1		52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 2		50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 4		37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 5		53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 2		44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 3		42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 4		41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 5		40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 6		48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 7		46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		33.920	38.090	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
FILEDRIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		40.340	42.340	2.0	1.5	2.0	9.900	19.04	0.000	0.500
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
SURVEY WORKER		---	NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97 9.930 0.000 0.500
TERRAZZO FINISHER		BLD		37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON		BLD		40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON		BLD		42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR		HWY		32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER		ALL 1		35.850	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER		ALL 2		36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (CCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt

Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DS&P Insurance Services Inc 1900 E Golf Road #650  Schaumburg IL 60173	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (847) 934-6100      FAX (A/C, No): (847) 934-6186 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Cas. Ins Co Of America</td> <td>19046</td> </tr> <tr> <td>INSURER B: Trav. Cas &amp; Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER C: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Cas. Ins Co Of America	19046	INSURER B: Trav. Cas & Surety Co of America	31194	INSURER C: Phoenix Insurance Company	25623	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
<b>INSURED</b> Peter Baker & Son Co.  1349 Rockland Rd / PO Box 187  Lake Bluff IL 60044-0187	(847) 362-3663														

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 16061      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:			VTN-CO-6F614320PHX15	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			VTN-CAP5808B496PHX15	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-51M02128-15-NF	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	VTC2J-7F088233-15	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased & Rented Equipment			QT660844K7378TIA	4/1/2015	4/1/2016	Maximum Limit per Item; \$2,500 Ded.      500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PB JOB #5048; BITUMINOUS CONCRETE PAVING, 2015 STREET RESURFACING PROGRAM, CONTRACT #140982.40.  
 ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS WHEN REQUIRED BY WRITTEN CONTRACT: VILLAGE OF GRAYSLAKE AND BAXTER & WOODMAN, INC. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  VILLAGE OF GRAYSLAKE  10 SOUTH SEYMOUR AVE  GRAYSLAKE IL 60030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**PROVISIONS**

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS  
IF REQUIRED BY WRITTEN CONTRACT  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

## COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

**RESIDENT ENGINEER'S REQUEST FOR  
AUTHORIZATION FOR CHANGE ORDERS**

Sheet 1 of 1  
To: *Village of Grayslake*  
Change Order No: 1

Job No.: 140982.60

Contractor: Peter Baker and Sons  
Contractor Address: 1349 Rockland Road Lake Bluff Il. 60044

Date: *April 17, 2015*

Dear Sirs:

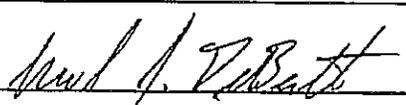
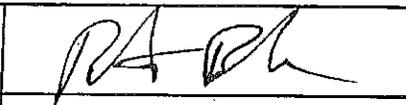
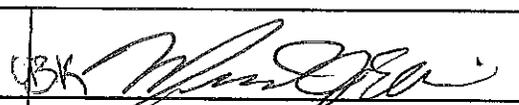
I recommend that a change be made as follows to the above contract:

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ADDITION	DEDUCTION
1	Burton Street Addition	LS	1	\$65,893.35	\$65,893.35	
2	Potomac, Jamestown Deduction	LS	1	\$209,047.90		\$209,047.90
Amount of original contract \$ 2,849,282.00				Totals	\$65,893.35	\$209,047.90

Net Change to Date: \$ ( 143,154.55 )	% of Contract:( 5 )	Net Change	-\$143,154.55
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**LOCATION AND REASON FOR THE CHANGE OF EACH ITEM:**

Based on the Option 1 low bid, it was decided to add Burton st. to the contract and remove Jamestown and Potomac from the contract.  
See the attached line item breakdown.

 Resident Engineer	 Peter Baker and Sons	 Michael J. Ellis Village Manager
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Village of Grayslake, Illinois  
2015 Street Resurfacing

Bid Date/Time: February 19, 2015/10:10 A.M.  
Engineer's Job No.: 140982

Jarnestown Potomac Deduct

Peter Baker & Son Co.

1

No.	Item	Unit	QTY	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	-	\$ 25.00	\$ -
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	-	\$ 45.00	\$ -
3	TREE TRUNK PROTECTION	EACH	-	\$ 200.00	\$ -
4	TREE ROOT PRUNING	EACH	-	\$ 70.00	\$ -
5	EARTH EXCAVATION	CU YD	-	\$ 27.00	\$ -
6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	-	\$ 37.00	\$ -
7	TRENCH BACKFILL	CU YD	-	\$ 1.00	\$ -
8	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	-	\$ 0.85	\$ -
9	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	-	\$ 4.00	\$ -
10	LANDSCAPE FABRIC	SQ YD	-	\$ 2.50	\$ -
11	PARKWAY RESTORATION (SEEDING)	SQ YD	130	\$ 1.85	\$ 240.50
12	PREMIUM BARK MULCH	SQ YD	-	\$ 4.50	\$ -
13	SODDING	SQ YD	-	\$ 6.85	\$ -
14	SUPPLEMENTAL WATERING	UNIT	-	\$ 85.00	\$ -
15	TEMPORARY EROSION CONTROL SEEDING	POUND	-	\$ 2.00	\$ -
16	TEMPORARY DITCH CHECKS	FOOT	-	\$ 10.00	\$ -
17	PERIMETER EROSION BARRIER	FOOT	-	\$ 2.00	\$ -
18	INLET FILTERS	EACH	-	\$ 130.00	\$ -
19	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	-	\$ 27.00	\$ -
20	AGGREGATE BASE COURSE, TYPE B	TON	-	\$ 17.05	\$ -
21	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	-	\$ 5.00	\$ -
22	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	-	\$ 21.00	\$ -
23	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	-	\$ 12.00	\$ -
24	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	-	\$ 22.00	\$ -
25	AGGREGATE BASE COURSE REMOVAL AND REPLACEMENT, 12"	SQ YD	-	\$ 21.50	\$ -
26	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING 7"	SQ YD	-	\$ 45.00	\$ -
27	PREPARATION OF BASE	SQ YD	-	\$ 3.50	\$ -
28	BITUMINOUS MATERIALS (PRIME COAT)	POUND	3,910	\$ 0.01	\$ 39.10
29	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS	TON	-	\$ 100.00	\$ -
30	LEVELING BINDER (MACHINE METHOD), N50	TON	266	\$ 79.00	\$ 21,014.00
31	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	-	\$ 3.20	\$ -
32	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	-	\$ 87.00	\$ -

Village of Grayslake, Illinois  
2015 Street Resurfacing

Bid Date/Time: February 19, 2015/10:10 A.M.  
Engineer's Job No.: 140982

Jamestown Potomac Deduct

Peter Baker & Son Co.

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No.	Item	Unit	QTY	Unit Price	Total
33	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	532	\$ 83.00	\$ 44,156.00
34	PROTECTIVE COAT	SQ YD	213	\$ 1.00	\$ 213.00
35	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	20	\$ 58.00	\$ 1,160.00
36	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	739	\$ 5.50	\$ 4,064.50
37	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	-	\$ 6.00	\$ -
38	DETECTABLE WARNINGS	SQ FT	26	\$ 42.00	\$ 1,092.00
39	PAVEMENT REMOVAL	SQ YD	-	\$ 20.00	\$ -
40	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	-	\$ 3.15	\$ -
41	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	-	\$ 19.00	\$ -
42	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	1,606	\$ 4.30	\$ 6,905.80
43	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	-	\$ 7.30	\$ -
44	DRIVEWAY PAVEMENT REMOVAL	SQ YD	180	\$ 12.00	\$ 2,160.00
45	COMBINATION CURB AND GUTTER REMOVAL	FOOT	-	\$ 4.00	\$ -
46	SIDEWALK REMOVAL	SQ FT	743	\$ 1.00	\$ 743.00
47	HOT-MIX ASPHALT SURFACE REMOVAL AND REPLACEMENT, 3"	SQ YD	1,956	\$ 40.00	\$ 78,240.00
48	CLASS D PATCHES, TYPE I, 5 INCH	SQ YD	-	\$ 62.00	\$ -
49	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	11	\$ 50.00	\$ 550.00
50	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	49	\$ 44.00	\$ 2,156.00
51	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	94	\$ 39.00	\$ 3,666.00
52	AREA REFLECTIVE CRACK CONTROL TREATMENT (SYSTEM A)	SQ YD	5,779	\$ 1.20	\$ 6,934.80
53	AGGREGATE WEDGE SHOULDER, TYPE B	TON	-	\$ 56.00	\$ -
54	STORM SEWERS, PVC 6"	FOOT	-	\$ 38.00	\$ -
55	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	-	\$ 49.00	\$ -
56	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	-	\$ 49.00	\$ -
57	STORM SEWER REMOVAL	FOOT	-	\$ 11.00	\$ -
58	PIPE CULVERT REMOVAL	FOOT	-	\$ 11.00	\$ -
59	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	-	\$ 120.00	\$ -
60	PIPE DRAINS 6" (SPECIAL)	FOOT	-	\$ 25.00	\$ -
61	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	2	\$ 2,510.00	\$ 5,020.00

Village of Grayslake, Illinois  
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Jamestown Potomac Deduct

Peter Baker & Son Co.

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No.	Item	Unit	QTY	Unit Price	Total
62	MANHOLES, TYPE A, 4'-DIAMETER	EACH	-	\$ 2,610.00	\$ -
63	INLETS, TYPE A	EACH	-	\$ 845.00	\$ -
64	INLETS, TYPE B	EACH	-	\$ 1,765.00	\$ -
65	VALVE BOXES TO BE ADJUSTED	EACH	-	\$ 240.00	\$ -
66	GRATES, TYPE 8	EACH	-	\$ 158.00	\$ -
67	FRAMES AND GRATES, TYPE 10 (SPECIAL)	EACH	-	\$ 720.00	\$ -
68	FRAMES AND GRATES, TYPE 11	EACH	-	\$ 385.00	\$ -
69	FRAMES AND GRATES, TYPE 11V	EACH	-	\$ 385.00	\$ -
70	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	-	\$ 257.00	\$ -
71	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	-	\$ 257.00	\$ -
72	CONCRETE CURB, TYPE B	FOOT	-	\$ 35.00	\$ -
73	CONCRETE GUTTER (SPECIAL)	FOOT	-	\$ 26.00	\$ -
74	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	-	\$ 18.50	\$ -
75	REMOVING INLETS	EACH	-	\$ 50.00	\$ -
76	NON-SPECIAL WASTE DISPOSAL	CU YD	-	\$ 117.00	\$ -
77	SOIL DISPOSAL ANALYSIS	EACH	-	\$ 1,000.00	\$ -
78	MOBILIZATION	L SUM	0.03	\$137,000.00	\$ 4,110.00
79	TRAFFIC CONTROL AND PROTECTION	L SUM	0.03	\$ 17,600.00	\$ 528.00
80	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS	SQ FT	0	\$ -	\$ -
81	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	0	\$ -	\$ -
82	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	0	\$ -	\$ -
83	TEMPORARY PAVEMENT MARKING - LINE 12"	FOOT	0	\$ -	\$ -
84	TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	0	\$ -	\$ -
85	SIGN PANEL - TYPE 1	SQ FT	-	\$ 25.00	\$ -
86	TELESCOPING STEEL SIGN SUPPORT	FOOT	0	\$ -	\$ -
87	METAL POST - TYPE A	FOOT	-	\$ 17.95	\$ -
88	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	-	\$ 4.00	\$ -
89	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	-	\$ 1.00	\$ -
90	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	-	\$ 1.50	\$ -
91	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	40	\$ 3.00	\$ 120.00

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No.	Item	Unit	QTY	Unit Price	Total
92	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	-	\$ 6.00	\$ -
93	PAINT PAVEMENT MARKING - STENCLED NUMBERS	EACH	-	\$ 9.00	\$ -
94	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	-	\$ 2.00	\$ -
95	PAINT PAVEMENT MARKING - LINE 4"	FOOT	-	\$ 0.45	\$ -
96	PAVEMENT MARKING REMOVAL	SQ FT	0	\$ -	\$ -
97	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1 1/2" DIA.	FOOT	-	\$ 34.50	\$ -
98	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 12	FOOT	-	\$ 3.20	\$ -
99	LIGHT POLE, ALUMINUM, 14 FT., TYPE A	EACH	-	\$ 4,439.00	\$ -
100	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	-	\$ 458.80	\$ -
101	DETECTOR LOOP REPLACEMENT	FOOT	-	\$ 35.00	\$ -
102	STELLA D'ORO DAYLILY	EACH	-	\$ 10.00	\$ -
103	KARL FOERSTER	EACH	-	\$ 12.00	\$ -
104	HICKS YEW, 3' TALL	EACH	-	\$ 75.00	\$ -
105	SURFACE REMOVAL AND REPLACEMENT	SQ YD	-	\$ 75.25	\$ -
106	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	160	\$ 24.45	\$ 3,912.00
107	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	-	\$ 46.25	\$ -
108	COMB CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	472	\$ 27.00	\$ 12,744.00
109	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	0	\$ -	\$ -
110	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	-	\$ 80.00	\$ -
111	SITE GRADING	L SUM	-	\$ 40,000.00	\$ -
112	CONSTRUCTION LAYOUT	L SUM	-	\$ 13,600.00	\$ -
113	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	5	\$ 430.00	\$ 2,150.00
114	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	-	\$ 1,410.00	\$ -
115	SANITARY MANHOLES TO BE ADJUSTED	EACH	-	\$ 955.00	\$ -
116	CONNECTION TO EXISTING SEWER	EACH	-	\$ 390.00	\$ -
117	CONNECTION TO EXISTING STRUCTURE	EACH	-	\$ 150.00	\$ -
118	4' OPEN PICKET FENCE	FOOT	-	\$ 26.00	\$ -
119	6' BOARD ON BOARD FENCE	FOOT	-	\$ 42.00	\$ -

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Jamestown Potomac Deduct

Peter Baker & Son Co.

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No.	Item	Unit	QTY	Unit Price	Total
120	TEMPORARY INFORMATION SIGNING	SQ FT	-	\$ 35.00	\$ -
121	TEMPORARY PAVEMENT	SQ YD	-	\$ 50.00	\$ -
122	REMOVE AND REINSTALL BRICK PAVER	SQ FT	-	\$ 10.00	\$ -
123	EXPLORATION TRENCH, SPECIAL	FOOT	-	\$ 50.00	\$ -
124	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	18	\$ 75.00	\$ 1,350.00
125	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	-	\$ 250.00	\$ -
126	TEMPORARY ACCESS (ROAD)	EACH	-	\$ 350.00	\$ -
127	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	1,806	\$ 3.20	\$ 5,779.20
128	HANDHOLE (SPECIAL)	EACH	-	\$ 1,953.00	\$ -
129	LUMINAIRE, LED LIGHT SOURCE, WITH PHOTOCELL	EACH	-	\$ 2,067.00	\$ -
	Engineer's Estimate of Cost				
	Bidder's Proposal as read				
	Bidder's Proposal as corrected			\$	209,047.90

Village of Grayslake, Illinois  
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No.	Item	Unit	QTY	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	-	\$ 25.00	\$ -
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	-	\$ 45.00	\$ -
3	TREE TRUNK PROTECTION	EACH	-	\$ 200.00	\$ -
4	TREE ROOT PRUNING	EACH	-	\$ 70.00	\$ -
5	EARTH EXCAVATION	CU YD	110	\$ 27.00	\$ 2,970.00
6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	65	\$ 37.00	\$ 2,405.00
7	TRENCH BACKFILL	CU YD	-	\$ 1.00	\$ -
8	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	99	\$ 0.85	\$ 84.15
9	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	450	\$ 4.00	\$ 1,800.00
10	LANDSCAPE FABRIC	SQ YD	-	\$ 2.50	\$ -
11	PARKWAY RESTORATION (SEEDING)	SQ YD	-	\$ 1.85	\$ -
12	PREMIUM BARK MULCH	SQ YD	-	\$ 4.50	\$ -
13	SODDING	SQ YD	450	\$ 6.85	\$ 3,082.50
14	SUPPLEMENTAL WATERING	UNIT	3	\$ 85.00	\$ 255.00
15	TEMPORARY EROSION CONTROL SEEDING	POUND	10	\$ 2.00	\$ 20.00
16	TEMPORARY DITCH CHECKS	FOOT	-	\$ 10.00	\$ -
17	PERIMETER EROSION BARRIER	FOOT	-	\$ 2.00	\$ -
18	INLET FILTERS	EACH	3	\$ 130.00	\$ 390.00
19	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	15	\$ 27.00	\$ 405.00
20	AGGREGATE BASE COURSE, TYPE B	TON	-	\$ 17.05	\$ -
21	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	168	\$ 5.00	\$ 840.00
22	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	82	\$ 21.00	\$ 1,722.00
23	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	-	\$ 12.00	\$ -
24	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	-	\$ 22.00	\$ -
25	AGGREGATE BASE COURSE REMOVAL AND REPLACEMENT, 12"	SQ YD	-	\$ 21.50	\$ -
26	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING 7"	SQ YD	81	\$ 45.00	\$ 3,645.00
27	PREPARATION OF BASE	SQ YD	-	\$ 3.50	\$ -
28	BITUMINOUS MATERIALS (PRIME COAT)	POUND	790	\$ 0.01	\$ 7.90
29	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS	TON	-	\$ 100.00	\$ -
30	LEVELING BINDER (MACHINE METHOD), N50	TON	66	\$ 79.00	\$ 5,214.00
31	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	-	\$ 3.20	\$ -
32	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	-	\$ 87.00	\$ -

Village of Grayslake, Illinois  
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No.	Item	Unit	QTY	Unit Price	Total
33	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	81	\$ 83.00	\$ 6,723.00
34	PROTECTIVE COAT	SQ YD	212	\$ 1.00	\$ 212.00
35	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	-	\$ 58.00	\$ -
36	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	400	\$ 5.50	\$ 2,200.00
37	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	-	\$ 6.00	\$ -
38	DETECTABLE WARNINGS	SQ FT	-	\$ 42.00	\$ -
39	PAVEMENT REMOVAL	SQ YD	89	\$ 20.00	\$ 1,780.00
40	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	-	\$ 3.15	\$ -
41	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	-	\$ 19.00	\$ -
42	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	-	\$ 4.30	\$ -
43	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	-	\$ 7.30	\$ -
44	DRIVEWAY PAVEMENT REMOVAL	SQ YD	104	\$ 12.00	\$ 1,248.00
45	COMBINATION CURB AND GUTTER REMOVAL	FOOT	-	\$ 4.00	\$ -
46	SIDEWALK REMOVAL	SQ FT	400	\$ 1.00	\$ 400.00
47	HOT-MIX ASPHALT SURFACE REMOVAL AND REPLACEMENT, 3"	SQ YD	108	\$ 40.00	\$ 4,320.00
48	CLASS D PATCHES, TYPE I, 5 INCH	SQ YD	9	\$ 62.00	\$ 558.00
49	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	27	\$ 50.00	\$ 1,350.00
50	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	35	\$ 44.00	\$ 1,540.00
51	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	18	\$ 39.00	\$ 702.00
52	AREA REFLECTIVE CRACK CONTROL TREATMENT (SYSTEM A)	SQ YD	872	\$ 1.20	\$ 1,046.40
53	AGGREGATE WEDGE SHOULDER, TYPE B	TON	-	\$ 56.00	\$ -
54	STORM SEWERS, PVC 6"	FOOT	-	\$ 38.00	\$ -
55	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	-	\$ 49.00	\$ -
56	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	-	\$ 49.00	\$ -
57	STORM SEWER REMOVAL	FOOT	-	\$ 11.00	\$ -
58	PIPE CULVERT REMOVAL	FOOT	-	\$ 11.00	\$ -
59	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	-	\$ 120.00	\$ -
60	PIPE DRAINS 6" (SPECIAL)	FOOT	-	\$ 25.00	\$ -
61	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	-	\$ 2,510.00	\$ -

Village of Grayslake, Illinois  
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No.	Item	Unit	QTY	Unit Price	Total
62	MANHOLES, TYPE A, 4'-DIAMETER	EACH	-	\$ 2,610.00	\$ -
63	INLETS, TYPE A	EACH	-	\$ 845.00	\$ -
64	INLETS, TYPE B	EACH	-	\$ 1,765.00	\$ -
65	VALVE BOXES TO BE ADJUSTED	EACH	-	\$ 240.00	\$ -
66	GRATES, TYPE 8	EACH	-	\$ 158.00	\$ -
67	FRAMES AND GRATES, TYPE 10 (SPECIAL)	EACH	-	\$ 720.00	\$ -
68	FRAMES AND GRATES, TYPE 11	EACH	-	\$ 385.00	\$ -
69	FRAMES AND GRATES, TYPE 11V	EACH	-	\$ 385.00	\$ -
70	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	-	\$ 257.00	\$ -
71	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	-	\$ 257.00	\$ -
72	CONCRETE CURB, TYPE B	FOOT	-	\$ 35.00	\$ -
73	CONCRETE GUTTER (SPECIAL)	FOOT	-	\$ 26.00	\$ -
74	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	725	\$ 18.50	\$ 13,412.50
75	REMOVING INLETS	EACH	-	\$ 50.00	\$ -
76	NON-SPECIAL WASTE DISPOSAL	CU YD	-	\$ 117.00	\$ -
77	SOIL DISPOSAL ANALYSIS	EACH	-	\$ 1,000.00	\$ -
78	MOBILIZATION	L SUM	0.01	\$137,000.00	\$ 1,370.00
79	TRAFFIC CONTROL AND PROTECTION	L SUM	0.01	\$ 17,600.00	\$ 176.00
80	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS	SQ FT	0	\$ -	\$ -
81	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	0	\$ -	\$ -
82	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	0	\$ -	\$ -
83	TEMPORARY PAVEMENT MARKING - LINE 12"	FOOT	0	\$ -	\$ -
84	TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	0	\$ -	\$ -
85	SIGN PANEL - TYPE 1	SQ FT	-	\$ 25.00	\$ -
86	TELESCOPING STEEL SIGN SUPPORT	FOOT	0	\$ -	\$ -
87	METAL POST - TYPE A	FOOT	-	\$ 17.95	\$ -
88	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	-	\$ 4.00	\$ -
89	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	-	\$ 1.00	\$ -
90	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	-	\$ 1.50	\$ -
91	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	-	\$ 3.00	\$ -

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No.	Item	Unit	QTY	Unit Price	Total
92	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	-	\$ 6.00	\$ -
93	PAINT PAVEMENT MARKING - STENCLED NUMBERS	EACH	-	\$ 9.00	\$ -
94	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	-	\$ 2.00	\$ -
95	PAINT PAVEMENT MARKING - LINE 4"	FOOT	-	\$ 0.45	\$ -
96	PAVEMENT MARKING REMOVAL	SQ FT	0	\$ -	\$ -
97	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1 1/2" DIA.	FOOT	-	\$ 34.50	\$ -
98	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 12	FOOT	-	\$ 3.20	\$ -
99	LIGHT POLE, ALUMINUM, 14 FT., TYPE A	EACH	-	\$ 4,439.00	\$ -
100	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	-	\$ 458.80	\$ -
101	DETECTOR LOOP REPLACEMENT	FOOT	-	\$ 35.00	\$ -
102	STELLA D'ORO DAYLILY	EACH	-	\$ 10.00	\$ -
103	KARL FOERSTER	EACH	-	\$ 12.00	\$ -
104	HICKS YEW, 3' TALL	EACH	-	\$ 75.00	\$ -
105	SURFACE REMOVAL AND REPLACEMENT	SQ YD	-	\$ 75.25	\$ -
106	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	82	\$ 24.45	\$ 2,004.90
107	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	-	\$ 46.25	\$ -
108	COMB CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	-	\$ 27.00	\$ -
109	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	0	\$ -	\$ -
110	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	-	\$ 80.00	\$ -
111	SITE GRADING	L SUM	-	\$ 40,000.00	\$ -
112	CONSTRUCTION LAYOUT	L SUM	-	\$ 13,600.00	\$ -
113	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	\$ 430.00	\$ 860.00
114	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	-	\$ 1,410.00	\$ -
115	SANITARY MANHOLES TO BE ADJUSTED	EACH	2	\$ 955.00	\$ 1,910.00
116	CONNECTION TO EXISTING SEWER	EACH	-	\$ 390.00	\$ -
117	CONNECTION TO EXISTING STRUCTURE	EACH	-	\$ 150.00	\$ -
118	4' OPEN PICKET FENCE	FOOT	-	\$ 26.00	\$ -
119	6' BOARD ON BOARD FENCE	FOOT	-	\$ 42.00	\$ -

Village of Grayslake, Illinois  
 2015 Street Resurfacing

Bid Date/Time: February 19, 2015/10:10 A.M.  
 Engineer's Job No.: 140982

Burton Add

Peter Baker & Son Co.  
 1

No.	Item	Unit	QTY	Unit Price	Total
120	TEMPORARY INFORMATION SIGNING	SQ FT	-	\$ 35.00	\$ -
121	TEMPORARY PAVEMENT	SQ YD	-	\$ 50.00	\$ -
122	REMOVE AND REINSTALL BRICK PAVER	SQ FT	-	\$ 10.00	\$ -
123	EXPLORATION TRENCH, SPECIAL	FOOT	-	\$ 50.00	\$ -
124	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	8	\$ 75.00	\$ 600.00
125	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	-	\$ 250.00	\$ -
126	TEMPORARY ACCESS (ROAD)	EACH	-	\$ 350.00	\$ -
127	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	200	\$ 3.20	\$ 640.00
128	HANDHOLE (SPECIAL)	EACH	-	\$ 1,953.00	\$ -
129	LUMINAIRE, LED LIGHT SOURCE, WITH PHOTOCCELL	EACH	-	\$ 2,067.00	\$ -
	Engineer's Estimate of Cost				
	Bidder's Proposal as read				
	Bidder's Proposal as corrected			\$	65,893.35