

CONTRACT

CONTRACT BETWEEN

VILLAGE OF GRAYSLAKE

AND

PETER BAKER & SON COMPANY

FOR

2014 ROAD RESRUFACING PROGRAM

In consideration of the mutual promises set forth below, the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, a municipal corporation (“Owner”), and *Peter Baker & Son Company, 1349 Rockland Road, P.O. Box 187, Lake Bluff, IL 60044-0187*, an Illinois Corporation (“Contractor”), make this Contract as of the 11th day of March, 2014 [**CLOSING DATE**], and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, 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 to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, 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, including, without limitation, arranging for utility and other services needed for the

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Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing 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, with only new, undamaged and first quality equipment, materials, and supplies.

7. Engineer's Interpretation. 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.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. 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 and Contractor.

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C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner 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 Owner's sole opinion, to permit Owner 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. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. 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 that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

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1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

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

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.

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

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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.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Contractor's Certification.

Contractor certifies that 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.

1.9 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work and all component parts of the Work, within such time or times as may be set forth in this Contract.

1.10 Safety at the Work Site

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 and to prevent injury to persons and damage to property.

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Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.11 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.

1.12 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 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, 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 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 whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Owner, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.13 Administration of the Work

Contractor shall have full and sole responsibility for administration of the Work. Contractor's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Contractor shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the

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Work within the designated construction area limits of the Work Site and out of areas not designated for Contractor's use. On all other lands, Contractor shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Contractor to remove from the Work Site any of Contractor's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

1.14 Subcontractors and Suppliers

Approval and Use of Subcontractors and Suppliers. 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.

C. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

D. Subcontractors and Suppliers. Contractor shall be responsible for all Subcontractors and Suppliers and shall supervise and control all Subcontractors and Suppliers. All of Contractor's agreements with Subcontractors and Suppliers shall be subject to the applicable terms and conditions of this Contract. 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.

1.15 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by

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Contractor. 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 afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.16 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. 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 protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.17 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

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ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase of fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, 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. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

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 or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

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C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Length of Warranty; Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this 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. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever a subcontractor or supplier is required to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 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 of this Contract, Contractor neglects to make, or 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.

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ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

A. Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and, if requested by the Village, policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required certificates and policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however the Work may not begin until such certificates and policies are submitted. Such certificates and policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A-minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty (30) days after Bidder receives such notice from the Village. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

B. Additional Coverages. The insurance coverages and limits required by Attachment A 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 Attachment A or on Contractor's liability for losses and damages under this Contract.

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Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this contract. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss

C. Subcontractor Insurance. Unless otherwise provided in the Special Provisions of Contract or unless otherwise approved by Owner, 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 insurance coverages equal to those of Contractor by this Section.

D. Required Coverages. Contractor shall, prior to and at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to the Contract, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless Owner, the Work, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A.

E. Additional Insured Endorsement. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's 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. The provision of insurance as required by this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

4.4 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

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damaged Work, and Contractor shall restore the Work immediately. Failure of Contractor to comply with this Contractor shall entitle Owner to perform, or to have performed, all Work necessary for compliance with this Contractor and to withhold or recover from Contractor the cost of such Work.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment B, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes 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. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than thirty (30) days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Overtime Engineering Costs. Owner shall have the right to charge Contractor for engineering and inspection services in connection with any Overtime Work. Such charge shall be equal to the total cost incurred by Engineer for the number of Engineer's personnel reasonably required to be present during such Overtime Work. If the amount due

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Contractor is not sufficient to cover such charge, Contractor shall reimburse Owner upon demand.

D. Certified Payroll Records. Contractor shall submit to Owner, on a monthly basis, the certified payroll records required by Section 5 of the Prevailing Wage Act, as amended. 820 ILCS 130/5.

E. 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.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than sixty (60) days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to Contract.

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5.5 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 lien against the Work or the public funds held by Owner exists 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, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request;

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(9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI **DISPUTES AND REMEDIES**

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing 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; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two (2) business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand,

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then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of 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 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

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5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

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ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract 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 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is 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 neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

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7.4 Assignment

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 approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval 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. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

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7.8 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: Michael J. Ellis

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

Peter Baker
Peter Baker & Son Co.
1349 Rockland Rd., P.O. Box 187
Lake Bluff, IL 60044-0187

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.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be

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required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

To the extent that the Prevailing Wage Act applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in 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.

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

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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.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid 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.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

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This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

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 or require Owner to issue any license or permit to Contractor or any subcontractor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

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

(SEAL)

Attest/Witness:

By:

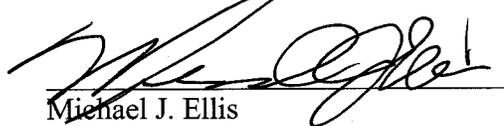


Title: Deputy Village Clerk



VILLAGE OF GRAYSLAKE

By:



Michael J. Ellis

Title: Village Manager

Attest/Witness:

By:



Robert G. Baker

Title: Secretary/Treasurer

Peter Baker & Son Company

By:



Arthur M. Baker II

Title: President

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

CONTRACTOR'S CERTIFICATION

Arthur M. Baker II, being first duly sworn on oath, deposes and states that all statements herein made 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 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 tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; 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 11th day of March, 2014.

Attest/Witness:

Peter Baker & Son Company

By: Robert G. Baker
Robert G. Baker

By: Arthur M. Baker II
Arthur M. Baker II

Title: Secretary/Treasurer

Title: President

Subscribed and Sworn to
before me this 11th day
of March, 2014.

My Commission Expires: 12/01/16

Victoria A. Meyer
Notary Public



PERFORMANCE BOND

PERFORMANCE BOND

Bond# 106054190

KNOW ALL MEN BY THESE PRESENTS: *Peter Baker & Son Company, 1349 Rockland Road, P.O. Box 187, Lake Bluff, IL 60044-0187* as Principal, hereinafter called Contractor, and

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

_____, organized and existing under the laws of the State of Connecticut, hereinafter called Surety, are held and firmly bound unto Village of Grayslake, c/o Village Hall, 10 S. Seymour, Grayslake, Illinois, 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 ***\$1,097,977.04**, 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. *One Million Ninety Seven Thousand Nine Hundred Seventy Seven and 04/100---Dollars

WHEREAS, Contractor has entered into a written agreement dated March 11, 2014 with Owner entitled "**2014 ROAD RESURFACING PROGRAM**" (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 **2014 ROAD RESURFACING PROGRAM**; (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 Attachment A of the Contract; (3) to procure and furnish all bonds, 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.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said

PERFORMANCE BOND

Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 11th day of March, 2014.

Attest/Witness:

By: Robert G. Baker
Robert G. Baker

Title: Secretary/Treasurer

PRINCIPAL: Peter Baker & Son Company
COMPANY NAME

By: Arthur M. Baker
Arthur M. Baker

Title: President

Attest/Witness:

By: Sharon P. Hemmel

Title: _____

Travelers Casualty and Surety Company of America
SURETY: SURETY NAME

By: Carol A. Dougherty
Carol A. Dougherty

Title: Attorney In Fact

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this 11th day of March, 2014.

Attest/Witness:

By: Robert G. Baker
Robert G. Baker

Title: Secretary/Treasurer

PRINCIPAL: Peter Baker & Son Company

By: Arthur M. Baker II

Title: President

~~Attest~~ Witness:

By: Sherris Ziemler

Title: _____

SURETY: Travelers Casualty and Surety Company of America

By: Carol A Dougherty

Title: Attorney In Fact

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

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 11th day of March, 2014

My commission expires 12/1/2016

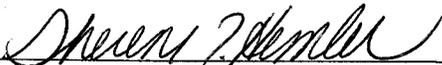
Victoria A. Meyer
OFFICIAL SEAL
VICTORIA A MEYER
Notary Public - State of Illinois
My Commission Expires 12/01/16

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **11th day of March, 2014**, 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 **Palatine, 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: **03/29/14**





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. 220280

Certificate No. 005541005

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, and Sarah Green

of the City of Palatine, 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 26th day of June, 2013.

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 26th day of June, 2013, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

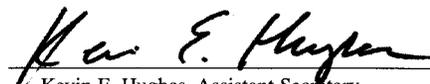
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 20 14

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: 2014 ROAD RESURFACING PROGRAM
- II. Work Site: See attached 2014 Road Resurfacing map.
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: August 8, 2014
- VI. Insurance Limit Requirements (coverage limits shall be the same as below or higher if stipulated in Attachment C):

- 1. Workers' Compensation and Employer's Liability

- Limits shall not be less than:

- Worker's Compensation: Statutory

- Employer's Liability:

- \$500,000 ea. accident-injury

- \$500,000 ea. employee-disease

- \$500,000 disease-policy

- Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

- 2. Comprehensive Motor Vehicle Liability

- Limits for vehicles owned, non-owned or rented shall not be less than:

- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit

- 3. Comprehensive General Liability

- Limits shall not be less than:

- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

- Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$3,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements including the completion of Attachment D (Certifications of Insurance Coverage).

X. Contract Bonds Required:

Yes

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE PROCEED TO THE FOLLOWING PAGE(S)

PROPOSAL

VILLAGE OF GRAYSLAKE
CONTRACT FOR
2014 ROAD RESURFACING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Peter Baker & Son Co. ("Bidder")

Principal Office Address 1349 Rockland Rd., P.O. Box 187, Lake Bluff, IL 60044-0187

Local Office Address 1349 Rockland Rd., P.O. Box 187, Lake Bluff, IL 60044-0187

Contact Person John Dosemagen Telephone (847) 362-3663, Ext. 35

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

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 set of documents, including Addenda Nos. 1 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

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 included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the 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 Work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things

SCHEDULE OF PRICES
COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the 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:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	Drainage and Utility Structures To Be Adjusted	Each	16	\$325.00	\$ 5,200.00
2	Catch Basins and Utility Structures To Be Reconstructed	Each	10	\$900.00	\$ 9,000.00
3	Manholes To Be Adjusted With External Chimney Seal	Each	12	\$700.00	\$8,400.00
4	Hot-Mix Asphalt Surface Removal – Butt Joint	Sq. Yd.	805	\$ 2.00	\$1,610.00
5	Hot-Mix Asphalt Surface Removal – 3"	Sq. Yd.	37,322	\$3.20	\$ 119,430.40
6	Agg. Base Prep. 1" +/-	Sq. Yd.	37,322	\$ 0.62	\$23,139.64
7	Agg. Base Crse. Remove and Replace	Cu Yd.	1,521	\$30.00	\$ 45,630.00
8	HMA Surface Removal - Variable Depth (Special)	Sq. Yd.	12,250	\$2.15	\$26,337.50
9	HMA Surface Removal and Replacement - 3"	Sq. Yd.	1,490	\$20.35	\$ 30,321.50
10	Class D Patches - Type I	Sq. Yd.	0	\$ 66.00	\$ 0.00
11	Class D Patches - Type II	Sq. Yd.	259	\$40.00	\$10,360.00
12	Class D Patches - Type III	Sq. Yd.	271	\$ 38.00	\$10,298.00
13	Class D Patches - Type IV	Sq. Yd.	255	\$36.00	\$ 9,180.00
14	Mixture For Cracks, Joints, and Flangeways	Ton	12	\$ 50.00	\$600.00
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.	18,437	\$ 1.35	\$24,916.95
16	Bituminous Materials (Prime Coat)	Gallon	5,650	\$ 0.01	\$ 56.50
17	Aggregate (Prime Coat)	Ton	260	\$1.00	\$260.00
18	Leveling Binder (Machine Method) N50	Ton	861	\$73.75	\$ 63,498.75
19	Hot-Mix Asphalt Binder Course, N50 2.5"		5,810	\$51.70	\$300,377.00
20	Hot-Mix Asphalt Surface Course, Mix. C, N50 1.5"	Ton	4,983	\$ 60.25	\$ 300,225.75
21	Hot-Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.	500	\$ 47.00	\$23,500.00
22	Sidewalk Removal	Sq. Ft.	2,615	\$ 1.00	\$ 2,615.00

23	PCC Sidewalk, 5"	Sq. Ft.	2,615	\$ 5.00	\$13,075.00
24	Detectable Warnings	Sq. Ft.	84	\$ 37.00	\$ 3,108.00
25	Combination Concrete Curb & Gutter Removal and Replacement	Feet	716	\$ 27.00	\$ 19,332.00
26	Parkway Restoration	Sq. Yd.	229	\$ 8.50	\$ 1,946.50
27	Thermoplastic Pavement Marking - Line, 4"	Feet	1,565	\$ 1.45	\$ 2,269.25
28	Thermoplastic Pavement Marking - Line, 6"	Feet	0	\$ 2.20	\$ 0.00
29	Thermoplastic Pavement Marking - Line, 12"	Feet	172	\$ 4.35	\$ 748.20
30	Thermoplastic Pavement Marking - Line, 24"	Feet	201	\$ 8.70	\$1,748.70
31	Thermoplastic Pavement Marking - Letters & Symbols	Sq. Feet	79	\$ 5.00	\$ 395.00
32	Raised Reflective Pavement Marker Removal	Each	0	\$ 100.00	\$ 0.00
33	Raised Reflective Pavement Marker	Each	0	\$ 250.00	\$ 0.00
34	Mobilization	Lsum	1	\$ 17,081.00	\$17,081.00
35	Traffic Control and Protection	Lsum	1	\$ 9,770.00	\$9,770.00
36	Additional Street Sweeping	Each	20	\$ 25.00	\$ 500.00
37	Aggregate Shoulder Wedge	Ton	453	\$ 28.80	\$ 13,046.40

TOTAL CONTRACT PRICE:

One million ninety seven thousand nine hundred seventy seven Dollars
(in writing)

and four***** Cents
(in writing)

\$1,097,977. Dollars
(in figures)

and .04***** Cents
(in figures)

BASIS FOR DETERMINING PRICES

D.

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner'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 (if applicable) 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 the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of 5% Bid Bond - dollars (\$5% of total bid price), which is equal to at least five percent (5%) 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, 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 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 31st day of January, 2014.

Attest/Witness:

Peter Baker & Son Co.

By:

Robert G. Baker
Robert G. Baker

By:

Arthur M. Baker II
Arthur M. Baker II

Title:

Secretary/Treasurer

Title:

President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**



Local Agency Proposal Bid Bond

Route 2014 Road Resurfacing Prog.

County Lake

Local Agency Village of Grayslake

Section N/A

RETURN WITH BID

PAPER BID BOND

WE PETER BAKER & SON CO. as PRINCIPAL,

and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 31st day of January, 2014

Principal

PETER BAKER & SON CO.

(Company Name)

By: [Signature] PRESIDENT ARTHUR M. BAKER, I (Signature and Title)

By: _____ (Signature and Title)

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

Surety

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Name of Surety)

By: [Signature] Oscar F. Rincon (Signature of Attorney-in-Fact)

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 OSCAR F. RINCON

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

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

Given under my hand and notarial seal this 31st day of January, 2014

My commission expires 12/01/2016

[Signature] (Notary Public)

OFFICIAL SEAL VICTORIA A MEYER Notary Public - State of Illinois My Commission Expires 12/01/16

ELECTRONIC BID BOND

[] Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[] Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



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. 225662

Certificate No. 005371024

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

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Scymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, and Amber Derkson

of the City of Naperville/Chicago, 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 15th day of February, 2013.

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 15th day of February, 2013, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of January, 2014.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Arthur M. Baker II, President ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Peter Baker & Son Co.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Arthur M. Baker II</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>
Vice President	<u>Robert G. Baker</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>
Secretary	<u>Robert G. Baker</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>
Treasurer	<u>Robert G. Baker</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>

ACKNOWLEDGEMENT

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>N/A</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual** N/A

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 assumed name, said trade or assumed name is as follows: N/A.

4. **Joint Venture** N/A

Bidder is a joint venture that is organized and existing under the laws of the State of N/A pursuant to that certain Joint Venture 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 signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
<u>N/A</u> ()	<u>N/A</u>
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 31st day of January, 20 14.

Attest/Witness:

Peter Baker & Son Co.

Bidder

By: Robert G. Baker
Robert G. Baker
Title: Secretary/Treasurer

By: Arthur M. Baker II
Arthur M. Baker II
Title: President

Subscribed and Sworn to
before me this 31st day
of January, 20 14.

My Commission Expires: 12/01/16

Victoria A Meyer
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
CONTRACT FOR
2014 ROAD RESURFACING PROGRAM**

BIDDER'S SWORN WORK HISTORY STATEMENT

Arthur M. Baker II, President ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Bituminous Asphalt Paving Contractor,
Material Supplier and Producer

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>60</u> % Federal	<u>70</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>20</u> % Other Public	<u>30</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>20</u> % Private		<u> </u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 95 years

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Amount of Contract	<u>\$382,085.28</u>	<u>\$367,599.98</u>	<u>\$1,692,668.37</u>
Date Completed	<u>November 2011</u>	<u>November 2011</u>	<u>November 2011</u>

DATED this 31st day of January, 2014.

Attest/Witness:

Peter Baker & Son Co.

Bidder

By: Robert G. Baker
Robert G. Baker

By: Arthur M. Baker II
Arthur M. Baker II

Title: Secretary/Treasurer

Title: President

Subscribed and Sworn to
before me this 31st day
of January, 2014.

My Commission Expires: 12/01/2016

Victoria A. Meyer
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**

INVITATION FOR BIDDER'S PROPOSALS

(Addendum#1 Section 6 A. Bid Security – changed “ten” to “five”)

OWNER: Village of Grayslake
10 South Seymour
Grayslake, Illinois 60030

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

2014 ROAD RESURFACING PROGRAM

The works shall be performed at the following Work Site:

VILLAGE OF GRAYSLAKE

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be downloaded from www.villageofgrayslake.com at no cost or purchased at the office of Owner upon payment of \$25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$30.00 per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so

only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 11:00 a.m., local time, January 31, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

(Addendum#1 – Section 6 A. – changed “ten” to “five”)

- A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least **five** percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.
- B. **Performance and Payment Bonds.** If applicable, the successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.
- C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED THIS 16th DAY OF January, 2014

VILLAGE OF GRAYSLAKE
By: **Michael J. Ellis,**
Village Manager



1530 E. Dundee Road - 2nd Floor
Palatine, Illinois 60074
Phone: 847.934.6100
Fax: 847.934.6186
Web: www.dspins.com

January 24, 2014

Village of Grayslake
10 S. Seymour Ave.
Grayslake, IL 60030

RE: Peter Baker & Son Co., Inc.
2014 Road Resurfacing Program

To Whom It May Concern:

Please be advised that we have reviewed the insurance requirements for the above project that were provided to us in Article 4.2 and coverage limits in Attachment A of the contract. Upon award of the Contract, we will issue the required Certificate of Insurance and policies that are required.

Respectfully,

A handwritten signature in cursive script that reads 'Tina Triphahn'.

Tina Triphahn
Customer Service Representative
DS&P Insurance Services, Inc.
847-934-6100
Email: ttriphahn@dspins.com
Fax: 847-934-6180

INSURANCE / CONTRACT BONDS / EMPLOYEE BENEFITS:



DS&P Insurance Services, Inc.

1530 E. Dundee Road – 2nd Floor
Palatine, Illinois 60074
Phone: 847.934.6100
Fax: 847.934.6186
Web: www.dspins.com

January 23, 2014

Village of Grayslake
10 South Seymour
Grayslake, IL 60030

Gentlemen:

Through this agency Peter Baker & Son Co. has advised Travelers Casualty and Surety Company Of America that Village of Grayslake is receiving bids on the 31st day of January, 2014. Peter Baker & Son Co. has also advised that they are submitting a bid for 2014 Road Resurfacing Program.

In the event the bid of Peter Baker & Son Co. is accepted, a contract is awarded to this bidder and this bidder so requests, Travelers Casualty and Surety Company Of America is prepared to underwrite and issue the above referenced performance and payment bond on the forms provided by, or otherwise acceptable to, Owner, upon review of the final contract documents.

Travelers Casualty and Surety Company Of America

BY: *Sherene L. Hemler*
Sherene L. Hemler, Attorney In Fact

Surety Company Acknowledgement

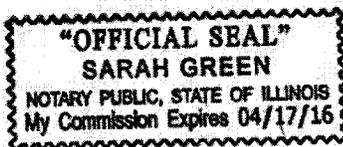
STATE OF ILLINOIS
COUNTY OF COOK SS:

On this **January 23, 2014**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, 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.

Sarah Green

Notary Public in and for the above County and State

My Commission Expires: 04/17/16





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. 220280

Certificate No. 005540979

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, and Sarah Green

of the City of Palatine, 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 26th day of June, 2013.

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 26th day of June, 2013, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

23rd January 14

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Substance Abuse Prevention Program Certification

Route 2014 Road Resurfacing Program
County Lake
Local Agency Village of Grayslake
Section N/A

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

PETER BAKER & SON COMPANY

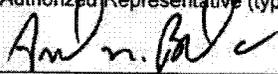
Contractor/Subcontractor

Arthur M. Baker, II

Name of Authorized Representative (type or print)

President

Title of Authorized Representative (type or print)



Signature of Authorized Representative

January 31, 2014

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14703

Peter Baker & Son Company

1349 Rockland Road

Lake Bluff IL 60044

Information for this business last updated on:

Tuesday, September 28, 2010

Certificate produced on Tuesday, September 28, 2010 at 9:32 AM





**Illinois Department
of Transportation**

Certificate of Eligibility

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

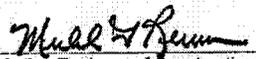
Contractor No 0280

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

\$125,421,000.00

001	EARTHWORK	\$2,350,000
003	HMA PLANT MIX	\$96,700,000
012	DRAINAGE	\$300,000
032	COLD MILL, PLAN. & ROTOMILL	\$5,525,000
042	COLD (IN-PLACE) RECYCLING	\$150,000
08A	AGGREGATE BASES & SURF. (A)	\$2,475,000
15A	COVER & SEAL COATS (A)	\$975,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/3/2013 TO 4/30/2014 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 5/3/2013.


Acting 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 January 17, 2014

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	BOONE / MCHENRY / DEKALB	LAKE 145 X-T	LAKE TR-TS	MCHENRY 21-RS-3		
Contract With	LORIG ISHTA I-13-4128	LORIG CONSTRUCTION	IDOT C: 60T88	IDOT C:60N27		
Estimated Completion Date	05/30/14	05/30/14	03/30/14	03/30/14		
Total Contract Price	\$404,956	\$548,116	\$913,574	\$2,026,850		Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	\$0	\$0	\$93,500	\$7,000	\$0	\$100,500
Uncompleted Dollar Value If Firm is the Subcontractor	\$107,972	\$105,000	\$0	\$0	\$0	\$212,972
Total Value of All Work						\$313,472

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					\$0
Portland Cement Concrete Paving					\$0
HMA Plant Mix	\$100,000	\$105,000			\$205,000
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces	\$2,500				\$2,500
Highway, R.R. and Waterway Structures					\$0
Drainage					\$0
Electrical					\$0
Cover and Seal Coats					\$0
Concrete Construction					\$0
Landscaping					\$0
Fencing					\$0
Guardrail					\$0
Painting					\$0
Signing					\$0
Cold Milling, Planning & Rotomilling	\$5,472				\$5,472
Demolition					\$0
Pavement Markings (Paint)					\$0
Pavement Markings (Thermoplastic)					\$0
Pavement Markings (Other)					\$0
Installation of Raised Pavement Markers					\$0
Totals	\$107,972	\$105,000	\$0	\$0	\$0
					\$212,972

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.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor			ALLIANCE CONTRACTORS	GARDENSCAPES	
Type of Work			CONCRETE	AGGREGATE SHOULDERS	
Subcontract Price			\$38,918	\$63,689	
Amount Uncompleted			\$0	\$0	
Subcontractor			HOME TOWNE ELECTRIC	KREATIVE SCAPES	
Type of Work			ELECTRICAL WORK	CONCRETE & SEWER	
Subcontract Price			\$105,411	\$34,980	
Amount Uncompleted			\$90,000	\$0	
Subcontractor			F. ESPINOZA LANDSCAPING	HR STEWART	
Type of Work			LANDSCAPE WROK	SEWER RODDING	
Subcontract Price			\$9,928	\$17,130	
Amount Uncompleted			\$2,500	\$0	
Subcontractor			GARDENSCAPES	HOME TOWNE ELECTRIC	
Type of Work			MILLING	ELECTRICAL WORK	
Subcontract Price			\$14,147	\$35,324	
Amount Uncompleted			\$0	\$8,500	
Subcontractor			PRECISION STRIPING	CAMPANELLA AND SONS	
Type of Work			STRIPING	EXCAVATION	
Subcontract Price			\$11,983	\$34,650	
Amount Uncompleted			\$0	\$0	
Subcontractor			WORK ZONE SAFETY	FIALA PAVING	
Type of Work			TRAFFIC CONTROL	MILLING	
Subcontract Price			\$25,039	\$45,683	
Amount Uncompleted			\$1,000	\$0	
Subcontractor			BERGER EXCVATING	KING CUT	
Type of Work			EXCAVATION / SEWER	SAWING	
Subcontract Price			\$157,054	\$12,584	
Amount Uncompleted			\$0	\$0	
Total Uncompleted	\$0	\$0	\$93,500	\$6,500	\$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this ____ day of _____ 2013.

Notary Public
My commission expires 12/01/16
(Notary Seal)

Type or Print Name ARTHUR M. BAKER II, President
Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

Address 1349 Rockland Road
Lake Bluff, IL 60044

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor				MARKING SPECIALISTS	
Type of Work				STRIPING	
Subcontract Price				\$138,033	
Amount Uncompleted				\$0	
Subcontractor				WORK ZONE SAFETY	
Type of Work				TRAFFIC CONTROL	
Subcontract Price				\$32,860	
Amount Uncompleted				\$500	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0	\$0	\$0	\$500	\$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this ____ day of _____, 2013.

Notary Public
My commission expires 12/01/16
(Notary Seal)

Type or Print Name ARTHUR M. BAKER II, President
Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

Address 1349 Rockland Road
Lake Bluff, Il 60044



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 January 17, 2014

(Letting Date)

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	5	6	7	8	Awards Pending	
County and Section Number	LAKE	LAKE & COOK 10-F3000-22-BT	LAKE 12-00113-17-CH	LAKE 09-P0075-15-BT		
Contract With	LANDMARK - ISTHA	ALLIANCE	BERGER EXCAVATING	BERGER EXCAVATING		
Estimated Completion Date	07/31/14	06/15/14	07/31/14	06/15/14		
Total Contract Price	\$223,876	\$84,460	\$725,686	\$43,432		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0	\$0	\$0	\$0	\$0	\$100,509
Uncompleted Dollar Value if Firm is the Subcontractor	\$223,876	\$84,460	\$491,186	\$43,432	\$0	\$1,055,926
Total Value of All Work						\$1,156,428

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						\$0
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$222,176	\$84,460	\$482,465	\$43,432		\$1,037,533
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces						\$2,500
Highway, R.R. and Waterway Structures						\$0
Drainage						\$0
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning & Rotomilling	\$1,700		\$8,721			\$15,893
Demolition						\$0
Pavement Markings (Paint)						\$0
Pavement Markings (Thermoplastic)						\$0
Pavement Markings (Epoxy)						\$0
Installation of Raised Pavement Markers						\$0
Totals	\$223,876	\$84,460	\$491,186	\$43,432	\$0	\$1,055,926

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

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	9	10	11	12	Awards Pending	
County and Section Number	LAKE 05-00121-07-WR	LAKE 00-00045-00-PV				
Contract With	BERGER C:63766	LAKE COUNTY GRADING				
Estimated Completion Date	08/30/14	05/30/14				
Total Contract Price	\$1,215,077	\$971,295				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0	\$0	\$0	\$0	\$0	\$100,500
Uncompleted Dollar Value if Firm is the Subcontractor	\$1,015,077	\$3,500	\$0	\$0	\$0	\$2,074,503
Total Value of All Work						\$2,175,003

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						\$0
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$995,395	\$3,500				\$2,036,428
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces						\$2,500
Highway, R.R. and Waterway Structures						\$0
Drainage						\$0
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning & Rotomilling	\$19,682					\$35,575
Demolition						\$0
Pavement Markings (Paint)						\$0
Pavement Markings (Thermoplastic)						\$0
Pavement Markings (Epoxy)						\$0
Installation of Raised Pavement Markers						\$0
Totals	\$1,015,077	\$3,500	\$0	\$0	\$0	\$2,074,503

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.

2014 Road Resurfacing Program Bid Tabulation

Village of Greenvale

		Peter Baker & Son		Johnson Paving		Payco & Dolan, Inc.		Curren Contracting		Average			
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	Drainage and Utility Structures To Be Adjusted	Each	16	\$235.00	\$3,760.00	\$225.00	\$8,400.00	\$325.00	\$5,200.00	\$460.00	\$7,200.00	\$466.25	\$6,300.00
2	Grade Basing To Be Reinforced	Each	10	\$900.00	\$9,000.00	\$1,200.00	\$12,000.00	\$900.00	\$9,000.00	\$1,195.00	\$11,950.00	\$998.75	\$9,987.50
3	Mecholite To Be Adjusted WITH External Chimney Seal	Each	12	\$700.00	\$8,400.00	\$800.00	\$9,600.00	\$700.00	\$8,400.00	\$775.00	\$9,300.00	\$793.75	\$8,925.00
4	HMA Surface Removal - Butt Joint	Sq. Yd.	805	\$2.00	\$1,610.00	\$3.00	\$2,415.00	\$15.85	\$12,748.25	\$12.00	\$9,660.00	\$7.71	\$6,238.56
5	HMA Surface Removal 3"	Sq. Yd.	37422	\$3.20	\$119,342.40	\$3.00	\$112,266.00	\$3.25	\$120,718.50	\$3.30	\$123,162.60	\$3.24	\$109,633.88
6	Agg. Base Prep. 1" +/-	Sq. Yd.	37322	\$0.92	\$34,336.24	\$0.70	\$26,125.40	\$0.70	\$26,125.40	\$1.75	\$65,313.50	\$0.98	\$36,378.96
7	Agg. Base Dred. Remove and Replace	Cu Yds	1521	\$30.00	\$45,630.00	\$25.00	\$38,025.00	\$27.00	\$41,169.00	\$45.00	\$68,445.00	\$31.76	\$48,370.76
8	HMA Surface Removal- Variable Depth (Street)	Sq. Yd.	12250	\$2.15	\$26,337.50	\$1.85	\$22,662.50	\$2.00	\$24,500.00	\$3.00	\$36,750.00	\$2.25	\$27,962.50
9	HMA Pavement Removal and Replacement- 3"	Sq. Yd.	1490	\$20.35	\$30,321.50	\$23.00	\$34,080.00	\$25.95	\$38,665.50	\$28.25	\$39,112.50	\$18.64	\$27,765.88
10	Class D Patching- Type I	Sq. Yd.	0	\$66.00	\$0.00	\$100.00	\$0.00	\$0.00	\$85.00	\$0.00	\$0.00	\$100.25	\$0.00
11	Class D Patching- Type II	Sq. Yd.	259	\$40.00	\$10,360.00	\$40.00	\$10,360.00	\$59.45	\$15,397.55	\$60.00	\$15,540.00	\$50.51	\$13,188.84
12	Class D Patching- Type III	Sq. Yd.	271	\$36.00	\$9,756.00	\$40.00	\$10,840.00	\$50.40	\$13,658.40	\$55.00	\$14,905.00	\$46.60	\$12,628.60
13	Class D Patching- Type IV	Sq. Yd.	295	\$36.00	\$10,710.00	\$40.00	\$11,800.00	\$47.15	\$13,909.25	\$55.00	\$16,275.00	\$45.25	\$13,548.31
14	Mitlans for Cracks, Joints and Flanements	Ton	12	\$500.00	\$6,000.00	\$450.00	\$5,400.00	\$500.00	\$6,000.00	\$550.00	\$6,600.00	\$540.00	\$6,480.00
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.	18453	\$1.35	\$24,811.50	\$1.40	\$25,836.00	\$1.35	\$24,910.50	\$1.50	\$27,680.50	\$1.40	\$25,815.00
16	Bituminous Materials (Prime Coat)	Gallon	9550	\$0.01	\$95.50	\$0.01	\$95.50	\$0.10	\$955.00	\$0.30	\$2,865.00	\$0.86	\$8,305.75
17	Aggregate (Prime Coat)	Ton	260	\$1.00	\$260.00	\$1.00	\$260.00	\$1.00	\$260.00	\$1.50	\$390.00	\$1.18	\$305.00
18	Low Grade Mix HDO	Ton	661	\$78.75	\$52,053.75	\$79.00	\$52,319.00	\$77.25	\$50,741.25	\$97.75	\$64,532.25	\$74.39	\$49,047.64
19	Hot Mix Asphalt Surface Course, NSD 2.5"	Ton	5810	\$55.00	\$319,050.00	\$70.00	\$406,700.00	\$66.15	\$384,131.50	\$91.00	\$528,410.00	\$62.11	\$360,454.63
20	Hot Mix Asphalt Surface Course, Mix. C, H50 L3"	Ton	4989	\$80.25	\$400,222.50	\$71.00	\$354,199.00	\$79.58	\$396,499.65	\$86.00	\$429,278.00	\$78.70	\$391,369.10
21	Hot Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.	500	\$47.00	\$23,500.00	\$25.00	\$12,500.00	\$38.45	\$19,222.50	\$47.50	\$23,750.00	\$39.48	\$19,743.75
22	Sidewalk Removal	Sq. Ft.	2935	\$1.00	\$2,935.00	\$1.00	\$2,935.00	\$2.00	\$5,870.00	\$1.50	\$4,402.50	\$1.50	\$4,402.50
23	PCC Sidewalk, 5"	Sq. Ft.	2616	\$5.00	\$13,080.00	\$5.99	\$15,677.80	\$6.00	\$15,700.00	\$4.20	\$11,088.00	\$5.08	\$13,205.75
24	Detectable Warnings	Sq. Ft.	84	\$37.00	\$3,108.00	\$35.00	\$2,940.00	\$40.00	\$3,360.00	\$35.00	\$2,940.00	\$36.75	\$3,087.00
25	Combination Concrete Curb & Gutter Removal and Replacement	Feet	716	\$27.00	\$19,332.00	\$28.00	\$20,048.00	\$30.00	\$21,480.00	\$30.15	\$21,587.40	\$29.04	\$20,990.85
26	Parkway Redirection	Sq. Yd.	229	\$9.50	\$2,175.50	\$15.00	\$3,435.00	\$19.00	\$4,341.00	\$10.00	\$2,290.00	\$15.75	\$3,606.75
27	Thermoplastic Pavement Marking- Line 4"	Feet	1565	\$1.45	\$2,269.25	\$1.50	\$2,347.50	\$1.45	\$2,269.25	\$1.45	\$2,269.25	\$1.46	\$2,281.81
28	Thermoplastic Pavement Marking- Line 6"	Feet	0	\$2.20	\$0.00	\$0.00	\$0.00	\$2.20	\$0.00	\$0.00	\$0.00	\$0.00	
29	Thermoplastic Pavement Marking- Line 12"	Feet	172	\$4.35	\$748.20	\$4.50	\$774.00	\$4.35	\$748.20	\$4.35	\$748.20	\$4.39	\$754.65
30	Thermoplastic Pavement Marking- Line 24"	Feet	102	\$8.70	\$887.40	\$9.00	\$918.00	\$8.70	\$887.40	\$8.70	\$887.40	\$8.78	\$887.78
31	Thermoplastic Pavement Marking- Letters & Symbols	Sq. Ft.	79	\$5.00	\$395.00	\$5.00	\$395.00	\$5.00	\$395.00	\$5.00	\$395.00	\$5.00	\$395.00
32	Raised Reflective Pavement Marker Removal	Each	0	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	
33	Raised Reflective Pavement Marker	Each	0	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	
34	Mobilization	Items	1	\$17,093.00	\$17,093.00	\$67,000.00	\$67,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$42,376.25	\$42,376.25
35	Traffic Control and Protection	Items	1	\$5,770.00	\$5,770.00	\$57,400.00	\$57,400.00	\$4,800.00	\$4,800.00	\$3,500.00	\$3,500.00	\$20,280.00	\$20,280.00
36	Additional Street Sweeping	Each	0	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	
37	Aggregate Shoulder Widening	Ton	453	\$28.80	\$13,046.40	\$45.00	\$20,385.00	\$41.65	\$18,862.45	\$58.00	\$26,334.00	\$37.61	\$17,038.46
Total Price Proposed				\$1,097,877.04		\$1,336,792.60		\$1,354,179.05		\$1,559,753.90		\$1,287,176.89	
Total Bid (no read)				\$1,097,877.04		\$1,336,792.60		\$1,354,179.05		\$1,559,753.90			

Brett Kryska

From: Brett Kryska
Sent: Friday, January 24, 2014 8:56 AM
Subject: FW: 2014 Road Resurfacing Program.

Hello:

Please see a question and answer below regarding this project.

Thank you,

Brett

Brett L. Kryska
Administrative Services
& Contracting Manager
Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030
847/223-8515
847/223-4821 fax

Our records indicate 1.5" surface and 1.5" binder with 10" to 12" of agg. base on the roads in Prairie Crossing.

The agg. base prep. Includes grading/prepping the agg. Base to 3.75" at the gutter and +/- 2% cross slope. The item includes the removal of any excess material. If base course undercuts are required this material may be used if it is acceptable to the engineer and may also be used for crown correction.

Brett,

It appears that the intent for the Prairie Crossing roads is to remove 3" of existing HMA and replace with 4" of new HMA (2.5" binder & 1.5" surface). My questions are:

- Is the existing pavement cross-section on those roads 3" of HMA?
- Does the *Agg. Base Prep. 1" +/-* bid item include removal and/or addition of aggregate material or is the bid item to regrade to create crown and allow for 4" of new pavement without removal or addition?

SPECIAL PROVISIONS (ATTACHMENT C)

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2012 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

CONTRACTUAL REQUIREMENTS:

This Special Provision describes specific requirements singular to the Work under consideration, and sets forth the final contractual intents to the matter involved

PROJECT TITLE:

2014 Road Resurfacing Program

TIME OF COMPLETION:

It is understood that the Contractor shall have 45 calendar days to complete the work upon start of construction. Once construction has begun, it is also understood that the Contractor will make every effort to continue the work until such time that the Village considers it completed. In no case shall the work be completed after August 8, 2014.

LIQUIDATED DAMAGES:

Should the contractor fail to complete the work within the time stipulated or within such extended time as may have been allowed, the contractor shall be liable to the Village in the amount of \$1,000.00 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

BASIS OF AWARD:

Only one bidder will be awarded this contract. The Village will award the contract on the basis of the lowest responsible total bid.

DEFINITIONS:

- a. **Bid Bond:** Used interchangeably with the term Proposal Guaranty.

- b. Engineer: The Village of Grayslake, Lake County, Illinois
- c. Owner: The Village of Grayslake, Lake County, Illinois
- d. Performance Guaranty: Used interchangeably with the term Contract Bond.

BIDDING REQUIREMENTS AND CONDITIONS:

a. **Contractor Prequalification**

All contractors and subcontractors in evidence of their competence to perform the work in accordance with Check Sheet LRS6 shall furnish a certified or photostatic copy of an IDOT Certificate of Eligibility precedent to issuance of proposal documents.

b. **Delivery of Proposals**

Proposals transmitted electronically by fax or other similar means will not be accepted.

c. **Interpretation of Bid Documents**

Bidders' questions on the intent or meaning of the documents found within the bid Package shall be in writing submitted to Village of Grayslake Engineering Department. The Village of Grayslake Engineering Department will respond in writing with the question and response submitted to all Bidders as an addendum and made publicly available for inspection at the Village Hall. **Questions received less than five (5) days prior to date for opening of Bids may not be answered.** Owner reserves the right to make clarifications, corrections, or changes in this Notice to Bidders at any time prior to the time proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

d. **Inspection of Site**

The Contractor's attention is drawn to the requirements of Check Sheet LRS6 "Examination of Plans, Specifications, Special Provisions, and Site of Work" of the Supplemental Specifications and Recurring Special Provisions concerning inspection of the site.

AWARD AND EXECUTION OF CONTRACT:

a. **Requirement of Contract Bond**

The successful bidder at the time of the execution of the contract shall deposit with the Village a surety bond to insure that all work is completed, all materials are paid for, and all contractors' employees and subcontractors wages are paid in accordance with the prevailing wage rates. The amount of the bond shall be the entire amount of the Contract.

In the event of contractor default, all administrative, engineering, attorneys, and other professional fees incurred by the Village will also be covered by the bond.

b. Execution of the Contract

The Contract shall be executed with contract bonds and insurance certificates provided within fifteen (15) calendar days after receipt of the Notice of Award of the Contract. Failure on the part of the successful bidder to provide said material within the time stipulated could void the Award with resultant forfeiture of the Proposal Guaranty.

c. Contract Award

The contract will be awarded to the lowest responsible Bidder upon approval of the Village of Grayslake Board of Trustees.

SCOPE OF THE WORK:

a. Site Cleanup

It is understood that cleanup of the project site is a critical element of the Work. It is required that this cleanup will be performed by the Contractor on a daily basis without directives being received from the Village and/or the Engineer. At no time will the contractor allow debris or broken material to remain on the street overnight. This work shall be considered incidental to the Contract.

b. Change Orders

All change orders shall be in writing, stating clearly the specific nature of the change, showing the associated adjustment in the Contract Price.

c. Disputes

The venue for any dispute under this contract, which is to be litigated, shall be a court of competent jurisdiction in the County where the work is performed.

CONTROL OF WORK:

a. Cooperation with Utilities

The Contractor shall contact the various companies to conduct a separate investigation to determine the existence, nature, and location of all utility lines and individual service connections within the improvement.

The Contractor will cooperate with the Utility Companies involved in connection with the removal, temporary relocation, reconstruction and abandonment of any and all services and facilities owned or operated by them within the limits of the improvement.

No extra compensation will be allowed by the Contractor for any expense incurred by complying with these requirements or because of delays, inconvenience, or interruptions in his work resulting from the failure of the Village or any other utility company to remove, reconstruct, or abandon their services if required.

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (800-892-0123) and the Village of Grayslake forty-eight (48) hours before commencing construction.

CONTROL OF MATERIALS:

- a. The material used in the work shall conform to source of supply and quality requirements contained in Section 106 of the Standard Specifications.

- b. **Quality of Materials**

It is the intent of the Specifications, unless explicitly exempted, that new materials shall be incorporated into the work.

- c. **Material Certifications**

All materials provided by suppliers shall require certified statements that such materials have been inspected and tested and conform with the Specifications. Materials certifications for the MFT Section shall be on IDOT BLR forms. Payment will be withheld for failure to comply with these requirements.

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC:

- a. **Insurance**

The Contractor's comprehensive general liability insurance required by Article 107.27 of the Standard Specifications shall include as additional insured the Municipality, the Engineer, and Engineer's Consultants, and all of whom shall be listed by name as additional insureds, and include coverage for the respective officers and employees of all such additional insureds, and shall cover the Contractor's indemnity obligations under Article 107.26 of the Standard Specifications.

In addition to the insurance coverages required by Article 107.27 of the Standard Specifications, the Contractor shall also purchase and maintain umbrella liability coverage in an amount not less than \$3,000,000. Such coverage shall include, but not be

limited to, excess coverage for the Worker's Compensation, Comprehensive General and Automobile Liability policies.

In addition to delivering certificates of insurance in accordance with Article 107.27 of the Standard Specifications, the Contractor shall also deliver to the Municipality, with copies to each additional insured, certificates of insurance which the Contractor is required to purchase and maintain in accordance with Article 107.27 prior to the execution of the contract. The Contractor shall also deliver to the Municipality, with copies to each additional insured, copies of all endorsements to the insurance policies as soon as possible, but not later than 30 calendar days after award of the contract by the Municipality. The Contract will not be executed until endorsements to the insurance policies are received.

b. Prevailing Rate of Wages

As required by the Illinois Prevailing Wage Act, all contractors and subcontractors are required to pay the prevailing rate of wages and benefits as specified by the latest Illinois Department of Labor Prevailing Wages for Lake County. The current schedule is included as part of these documents.

At the request of the appropriate agency, all contractors shall make available a list of all employees and all subcontract employee names, occupations, and hourly wages paid to each person performing work for the Village.

c. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) is a civil rights law designed to ensure equal rights to individuals with disabilities in the areas of employment, public services, public accommodations, and telecommunications. The contractor and subcontractor must utilize standards and/or methods that do not discriminate against the disabled.

d. Sexual Harassment

As required by Illinois Public Act 87-1257, captioned "Discriminatory-Sexual Harassment Program", the contractor is required to have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under State law, (iii) a description of sexual harassment, utilizing examples, (iv) the vendor's internal compliant process available through the Department and the Equal Employment Opportunity Commission, (v) directions on how to contact the Department of Human Rights and the Equal Employment Opportunity Commission, and (vi) protection against retaliation as provided by Section 6-101 of the Act. A copy of the policies shall be provided to the Department of Human Rights upon request.

e. Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Village, their officers, agents, employees, and servants against all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract, which may arise in connection with the work to be performed under the Contract.

This Contract is not intended by any of the Provisions of any part of the Contract to create the public or any member thereof a third party beneficiary, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or Provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

f. Protection of Public/Private Property

The Contractor shall protect all existing trees scheduled to remain, shrubs, fences, drain lines, power lines, and other public/private property. Any item that is damaged shall be replaced or repaired to its original condition or better by the Contractor as soon as possible, as directed by the Engineer at no additional cost to the Contract.

g. Concrete Breakers

When removing curb, curb and gutter, pavement, sidewalk, and any other structure, the use of any type of concrete breakers which might damage the underground public or private utilities, will not be permitted. Under no circumstances will the use of a frost ball be allowed.

h. Maintenance of Roadway During Construction

Beginning on the date the Contractor begins work on this project, he shall assume responsibility for the normal maintenance of the existing roadway within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations.

The work involved in maintaining the existing pavement as specified above shall be considered incidental to the Contract. No holes are to be left open in the parkway or pavement over a holiday or weekend commencing at 3:00 p.m. on the day preceding a holiday or weekend.

Clean all permanent roadways used for construction activities by using motorized street sweeper that utilizes vacuum and water to pick up debris twice weekly (mid week and Friday afternoon before 4:00 p.m.) as required and as directed by the Engineer. Twice weekly cleanings will be considered incidental to the contract. Additional cleanings, when directed by the Engineer, will be paid for at the contract unit price for each ADDITIONAL STREET SWEEPING. Each ADDITIONAL STREET SWEEPING will

include one (1) complete cleaning of job site, including furnishing all labor, water, and equipment for cleaning roadways as herein specified.

This work, in addition to the twice weekly cleanings required by the Contract, will be paid for at the contract unit price for each ADDITIONAL STREET SWEEPING.

i. Resident Notifications

The Contractor shall not close any street or driveway without prior notification and consent of the Village and/or Engineer and shall provide at least twenty-four (24) hours notice to the affected residents and businesses. Resident notifications shall be in the form of a letter/door hanger left on the front door of the residence which shall state the nature of the work being performed, anticipated duration of the closure with the Contractors name and phone number. A copy of the notification shall be approved by the Village prior to distribution. In addition, immediately prior to the closure, the Contractor shall knock on the door of the affected residence or business to assure all vehicles have been removed prior to closing the access. Failure to notify residences is considered a traffic control deficiency and the Contractor will be charged an amount as specified in these special provisions. In the event of an emergency, the Contractor shall provide immediate access to closed driveways or streets.

The Contractor shall provide to residents, businesses, and motorists twenty-four (24) hours advance notice of parking restrictions with appropriate signs and/or barricades placed meeting the approval of the Engineer.

j. Protection of Existing Drainage Facilities During Construction

Unless otherwise directed by the Engineer, the existing drainage facilities shall remain in use during the period of construction.

Prior to commencing work, the Contractor, at his own expense, shall determine the exact locations of existing structures, which are within the proposed construction site.

All drainage structures are to be kept free of any debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any accumulation of debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

The Contractor shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the Engineer at the Contractor's own expense.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers or underdrains within the right-of-way, other than those indicated in the Bid Documents, he shall so inform the Engineer. The Contractor shall perform the work necessary to maintain the facilities in service and to protect them from damage during construction.

Any city frames and lids that are being replaced shall remain the property of the Village of Grayslake and shall be delivered to the Village with no additional compensation to that particular pay item.

k. Character of Workmen

It is understood that the Contractor in the performance of the Work represents the Village and shall employ only co-operative, competent, and efficient personnel. The Village reserves the right to have any person employed by the Contractor and subcontractors permanently removed from the job-site if it is deemed that they have not acted in the best interest of the Village.

l. Mailboxes

The Contractor shall remove roadside mailboxes in conflict with the proposed work prior to construction and shall be responsible for protection and safe storage of same. As soon as practical and as directed by the Engineer, the mailboxes shall be reset temporarily. After establishing finished parkway grades, the Contractor shall permanently set mailboxes in their original positions and to their original condition. This work shall be considered incidental to the Contract. If a mailbox is damaged by the Contractors operations during execution of the work, the Contractor shall repair and/or replace within 24 hours.

m. Protection and Restoration of Traffic Signs and Property

All traffic signs within the project limits shall be protected and restored in accordance with Article 107.25 of the Standard Specifications. This item shall also include all street name signs.

Other items to be protected include, but are not limited to, poles not designated for removal, plantings, driveways, fences, and walks that are located near the project limits. These shall likewise be protected restored per Article 107.20. Fences may be removed temporarily where necessary and shall be reset or replaced after construction to the satisfaction of the Engineer. No trees shall be removed without the approval of the Village. Maximum care shall be taken to prevent damage to trees. This work shall be incidental to the Contract.

n. Safety

It is expressly understood that the Contractor is responsible for the means, methods, and techniques in constructing the Work and all job site safety shall be in accordance with OSHA requirements.

o. Conditions of the Work Site

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 Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner or Engineer, or is or has been otherwise made available to Contractor by Owner or Engineer, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing at any particular location, or that contractors working on other projects may not change the conditions indicated at, and in the vicinity of, the Work Site, or that unanticipated conditions may not be present.

The Owner or its Engineer assumes no responsibility for the accuracy of the information provided. The Contractor shall contact the various companies to conduct a separate investigation to determine the existence, nature, and location of all utility lines and individual service connections within the limits of the improvements. The Contractor shall cooperate with the Utility Companies involved in connection with the removal, temporary relocation, reconstruction or abandonment of any and all services and facilities owned or operated by them within the limits of improvement.

p. Compliance with Laws

Contractor certifies that the Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by all applicable federal, state, and local laws, order, rules, and regulations, as they may be modified or amended from time to time. A Contractor's Certification, which is attached to these General Conditions of Contract, must be executed upon execution of the Contract Agreement.

q. Water Use During Construction

The Contractor will not be permitted to use water from residences or fire hydrants at any time. Water to be used for construction can be obtained from the Village of Grayslake Public Works yard at 585 Berry Avenue during normal business hours. The Contractor will be billed for all water at the current rate per thousand gallons obtained.

PROSECUTION AND PROGRESS:

a. Approval of Subcontractors

Any prospective subcontractors shall meet the approval of the Village of Grayslake.

b. Notification of Work

The Contractor shall notify the Village of Grayslake Engineering Department (847-223-8515) at least forty-eight (48) hours prior to the start of construction operations and prior to work shut-downs and resumption of operations.

c. Prosecution of the Work

The Contractor shall begin work as soon as possible (but no later than fifteen (15) calendar days after execution and acceptance of the contract), and shall make every effort, including working Saturdays, and/or long weekday hours not to exceed 7:00 a.m. to 6:00 p.m., if necessary, to meet the deadline. In this case, he shall work these additional days and/or hours at no additional cost to the Village.

d. Progress Schedule

The Contractor shall submit a Bar Graph Progress Schedule for the Engineers approval before the work can be started. This progress schedule shall be delivered to the Village at the pre-construction meeting.

e. Work Suspension

The Engineer shall reserve the right to stop the Contractor from his removal operations at any time if he determines that the replacement is not being done within a reasonable amount of time.

f. Hours of Work

No work will be permitted to start prior to 7:00 a.m. or after 6:00 p.m. on any weekday and prior to 8:30 a.m. or after 6:00 p.m. on Saturday, including the start up of heavy equipment. Sunday and Holiday work is prohibited without prior approval of the Village Board.

g. Disposal of Materials

In accordance with Article 202.03 of the Standard Specifications, pavement, curb, walks, and surplus excavated and/or unsuitable earth materials removed shall be disposed of off-site by the Contractor. The site shall be obtained by the Contractor, no open burning shall be allowed.

h. Stockpiling of Materials

No stockpiling will be allowed at the project site unless approved by the engineer. Unauthorized stockpiling of any materials used in the work may cause the removal of these materials to be accomplished by the Owner at the Contractor's expense.

MEASUREMENT AND PAYMENT:

a. Partial Payments

At least once each month, at the request of the Contractor, the Engineer will make an approximate estimate of the amount of Work performed. The amount of retainage will be 10% until completion of the project. At the discretion of the Village, this retainage amount can be reduced if the Contractor has performed timely and satisfactory work.

b. Interest on Money Due the Contractor

There will be no interest paid to the Contractor for payments by the Village beyond thirty days.

c. Method of Payment

Payment shall be made for only those items listed in the Schedule of Prices on the Proposal Form. All collateral items necessary for construction and not so listed shall be considered incidental items.

d. Measurement for Payment

All removal and replacement items will be marked and measured for payment prior to removal by the Contractor. Any removal beyond these limits will be replaced to the satisfaction of the Engineer with no additional compensation at the Contractor's expense.

e. Request for Payment

Each request for partial or final payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment which is allocable to work performed by each Contractor's subcontractor and by the Contractor and shall be accompanied by:

- 1) all items called for by the other provisions of the Contract;
- 2) proof satisfactory to the Owner of the prices of and of payment for all labor, materials, tools, services, equipment, and construction equipment furnished in connection with the Work performed under the Contract (through the end of the preceding month except in the case of the request for final payment) with respect to which such proof has not previously been furnished;

- 3) Contractor's and Contractor's subcontractors' sworn statements listing each subcontractor that furnished any such labor, material, tools, services, equipment, or construction equipment; and
- 4) starting with the second request for payment, a waiver of lien from the Contractor in the amount of the total requested payment from the previous invoice and from each Contractor's subcontractor in an amount equal to the price of the labor, materials, tools, services, equipment, and construction equipment so furnished.

f. Deductions

Notwithstanding any other provision of this Contract and without prejudice to any of the Owner's other rights or remedies, Owner shall have the right at any time or times, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

- 1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete;
- 2) damage for which Contractor is liable under this Contract;
- 3) state or local sales, use, or excise taxes from which Owner is exempt;
- 4) liens or claims of lien regardless of merit;
- 5) delay in the progress or completion of the Work;
- 6) inability of Contractor to complete the Work;
- 7) reasonable doubt that this Contract can be complete for the balance of the Contract Price then unpaid;
- 8) any other failure of Contractor to perform any of its obligations under this Contract.

Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to above until Contractor shall have either performed the obligation or obligations in questions or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

TRAFFIC CONTROL AND PROTECTION:

Traffic Control shall be in accordance with the applicable sections of the “Standard Specifications”, the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways”, these Special Provisions, any special details and Highway Standards contained herein.

Special attention is called to Articles 107.29 and 107.14 of the “Standard Specifications” and the following Highway Standards, Plan Details, and Recurring Special Provisions and additional Special Provisions contained herein, related to traffic control.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. Temporary traffic control devices shall be furnished and maintained as required and shall conform to the applicable portions of Section 701 of the Standard Specifications; Standard 701301-03, 701501-05, 701701-06, 701801-04, and 701901-01.

The Work shall be accomplished such that no holes will be left open, and that the streets will be open to local traffic at the end of each working day. It will also be necessary to provide advance notice to residents, police, fire, school districts, and trash haulers when access to any street will be temporarily closed or limited.

During construction, the Contractor shall provide lighted barricades, flagmen, and other temporary protection where necessary for public safety at all times. The Contractor shall designate one employee as responsible for traffic protection and provide a telephone number to the Municipality and the Engineer where this employee can be reached during non-working hours. Should traffic protection be determined to be inadequate by the Engineer or the Municipality, this employee will be contacted. Upon failure to respond satisfactorily, the Municipality will take the necessary actions to protect the public, and the cost of this work will be deducted from payment to the Contractor.

This Work shall be paid for at the contract unit price lump sum for TRAFFIC CONTROL AND PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, and remove all traffic control devices indicated in the Bid Documents. The salvage value of the materials removed shall be reflected in the bid price for this item.

TRAFFIC CONTROL DEFICIENCY:

The Contractor is expected to comply with the Standard Specifications and these contract Special Provisions concerning traffic control and protection. All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

Failure to comply with the Standard Specifications, and these contract Special Provisions concerning traffic control will result in a charge of \$1,000.00 per day. In addition, if the

Contractor fails to respond, the Municipality may correct the deficiencies and all cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

DRIVEWAY CLOSING:

It will be the Contractor's responsibility to notify residents and the Municipality when access to their driveways will be temporarily closed due to curb and gutter and/or driveway replacement. The Contractor shall distribute notices in accordance subsection "Resident Notifications" of these Special Provisions. Every effort shall be made to accommodate access to these properties (i.e. knock on doors prior to closing driveways). Driveways shall be closed for a maximum of five calendar days unless otherwise approved by the Engineer. Failure to re-open the driveway within the time specified shall be considered a traffic control deficiency.

DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED:

This work shall be done in accordance with Section 602 of the Standard Specifications and shall include the adjustment of all manholes, catch basins, inlets, and water valve vaults.

Basis of Payment. This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED, which price shall include all of the above.

MANHOLES TO BE ADJUSTED WITH EXTERNAL CHIMNEY SEAL:

This work shall be done in accordance with Section 602 of the Standard Specifications. This work shall include the installation of an external chimney seal, CRETEX or equal, on the manhole to be adjusted.

Basis of Payment. This work will be paid for at the contract unit price per each for MANHOLES TO BE ADJUSTED WITH EXTERNAL CHIMNEY SEAL, which price shall include all labor, materials, and equipment to complete the above described work.

HOT-MIX ASPHALT SURFACE REMOVAL -3":

This work shall be done in accordance with Section 440 of the Standard Specifications. This work shall consist of removing and disposing of the existing HMA surface at a suitable off-site location, to the depths and widths shown on the typical sections or as determined by the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL 3".

AGGREGATE BASE PREPERATION 1”+/-:

This work shall be done in accordance with Section 311 of the Standard Specifications. This work shall also include proof rolling the roadway to determine if any areas will require remediation, maintaining all driveway access and maintaining use of the roadway to the motoring public.

Basis of Payment. This work shall be paid for at the contract unit price per square yard for AGGREGATE BASE PREPERATION 1”.

AGGREGATE BASE COURSE REMOVE AND REPLACE:

This work shall consist of the removal and disposal of all unstable or unsuitable materials found in the subgrade and replacement with a course aggregate subbase, as determined and approved by the Engineer.

This work shall be done in accordance with Sections 202 and 311 of the Standard Specifications and measured according to Article 207.04 of the Standard Specifications except as modified herein.

202.03 Removal and Disposal of Surplus, Unstable, and Unsuitable Materials and Organic Waste. Add the following sentence to the end of the first paragraph of this Article:

“The area and depth of subgrade removal shall be determined by the Engineer at the time of construction.”

Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for AGGREGATE BASE COURSE REMOVE AND REPLACE.

HOT-MIX ASPHALT SURFACE REMOVAL -VARIABLE DEPTH (SPECIAL):

This work shall be done in accordance with Section 440 of the Standard Specifications. This work shall consist of removing and disposing of the existing HMA surface at a suitable off-site location, to the depths and widths shown on the typical sections or as determined by the Engineer. This work shall also include HMA surface removal for butt joints. (Including driveway butt joints)

Basis of Payment. This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL VARIABLE DEPTH (SPECIAL).

HOT-MIX ASPHALT SURFACE REMOVAL AND REPLACEMENT-3”:

This work shall be performed in accordance with the applicable portions of Section 406 and 442 of the Standard Specifications and after the work for Hot-Mix Asphalt Surface Removal-Variable Depth (Special) has been completed.

This item consists of the removal of all loose and defective HMA pavement at locations designated by the Engineer to the depth of the existing HMA pavement or a minimum 3 inches. Areas to be removed shall be saw cut full depth and removed per method approved by the engineer. Should the contractor notice a discrepancy in the thickness of pavement of the patch marked, during removal, of more than 1”, it shall be his responsibility to notify the engineer immediately. Replacement shall consist of hot-mix asphalt binder course compacted in place to produce a tight surface conforming to the grade of the adjacent area, in preparation for resurfacing.

Prior to replacement with the hot-mix asphalt binder course, the exposed base course shall be shaped and compacted to the satisfaction of the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL AND REPLACEMENT-3” measured in place which price shall include all labor, equipment, and materials necessary to complete the above described work.

COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT:

This work shall consist of the removal and replacement of existing concrete curb and gutter at the locations shown in the Bid Documents or as determined by the Engineer. The purpose of this work is to replace curb and gutter that is damaged and/or requires replacement to improve the street drainage. The replacement curb and gutter section shall be as shown in the Bid Documents and match that of the existing except where other types are called for. This work shall be done in accordance with Sections 606 and 440 of the Standard Specifications and the concrete shall meet the requirements for Class SI concrete.

Removal of the existing curb and gutter shall be done in such a manner as to prevent damage to the curb and gutter to remain in place. Any saw-cut edges broken off or otherwise damaged, or any curb sections to remain in place that are raised up or pushed down by the removal operation shall be removed and replaced to the satisfaction of the Engineer with no additional compensation to be made to the Contractor. The Contractor should note that the Engineer will measure the curb and gutter as marked for replacement prior to removal of the existing curb. This measurement, as marked, will be the final payment quantity and should be verified by the Contractor prior to removal.

The best available information indicates these streets are constructed with reinforced concrete curb and gutter. No additional compensation will be allowed if the existing concrete curb and

gutter to be removed contains steel reinforcement. Saw cutting shall be incidental to this pay item.

Excavation for and placement of a 4" CA-6 sub-base shall be included in the price of this item.

All new curbs shall be tied in to existing curbs with 2 – No. 4 steel dowel bars, 18" in length, which shall be included in the price of this item.

The contraction and expansion joints shall be in accordance with the latest Standard Detail 606001-02.

Contraction joints shall be provided at uniform intervals not to exceed 15 feet and are to be sealed in accordance with Section 420.10(1) of the Standard Specifications. Construction joints with dowel bars shall be provided at the end of a day's pour. Expansion joints shall be constructed at intervals not to exceed 60 feet. Removal of the existing pavement will be required in order to install a front face form. The area between the edge of the existing pavement and the face of the new gutter shall be cleaned of all loose material and then filled with concrete to the depth of the existing pavement and to a minimum 6-inch width. Driveways removed for forming shall be backfilled with an approved granular material as temporary pavement. Final restoration of driveways shall be of the same type and thickness as the existing material. The cost for overcutting and filling and for all other forming methods as well shall be included in the unit price for this work.

Any driveway aprons or sidewalks which are damaged beyond the limits shown on the typical section and/or removed as a result of this work and were not previously marked for replacement by the Engineer or the Village shall be replaced at the Contractor's expense.

Basis of Payment. This work shall be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, which price shall include all of the above.

PARKWAY RESTORATION:

The purpose of this work is to restore the areas disturbed by construction and/or to provide proper drainage in the parkways. The limit of these areas will be one sod width or 1.5 feet unless otherwise marked by the Engineer.

This work shall include removal of the existing sod within the limits as marked, furnishing and placing topsoil, compacting and grading to maintain positive slope, and sodding the areas. Care should be taken to ensure proper compaction, as the Contractor will be responsible for repair of any areas where settlement occurs.

The topsoil shall be spread to a smooth, compacted, uniform thickness of not less than 3 inches. Topsoil shall be a loamy mixture of black dirt having at least 90 percent passing a No. 10 sieve, and shall be free of large roots, brush, sticks, weeds, stones larger than 0.5 inches in diameter and

any other litter. Topsoil pH shall not be lower than 4.5 nor higher than 8.5 as determined in accordance with ASTM procedures for soil testing.

Sodding shall then be placed in accordance with Section 252 of the Standard Specifications and shall include the application of fertilizer nutrients at a rate of 180 pounds per acre. The nutrients shall consist of Nitrogen (N), available Phosphorus (P_2O_5) and Soluble Potash (K_2O) in the ratio of 5:3:2, respectively. Within 8 hours after the sod has been placed, 5 gallons of water per square yard shall be applied. Thereafter, additional water shall be applied at the rate of 3 gallons per square yard. The number of additional applications shall not exceed 7 during the period of establishment, defined as the period of time between sod placement and when the sod becomes knitted to the soil and growing in place.

The Contractor shall provide subsequent resodding until a satisfactory growth of grass is produced or if settlement occurs.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PARKWAY RESTORATION, which price shall include the above described parkway preparation, topsoil placement as required, fertilizer nutrients, sodding, and watering to complete this work.

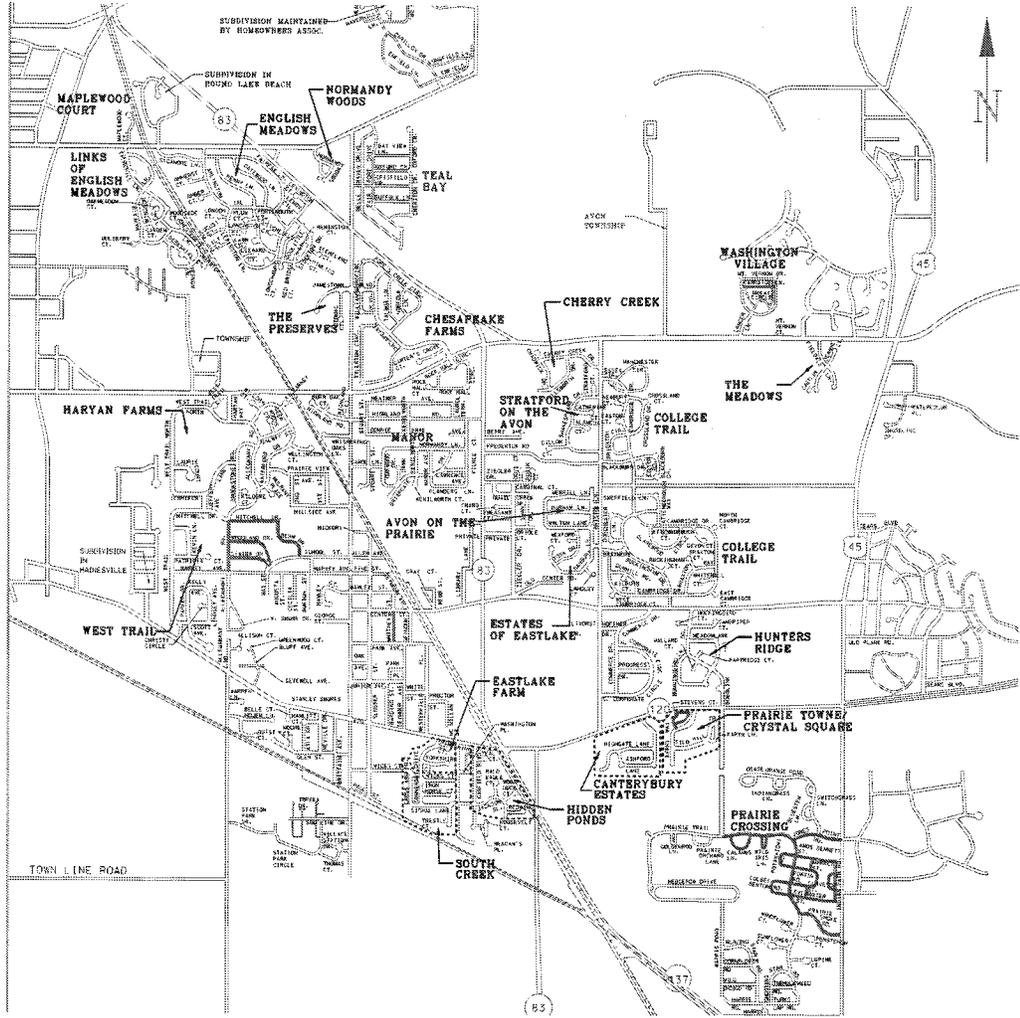
**HOT-MIX ASPHALT DRIVEWAY
PAVEMENT REMOVAL AND REPLACEMENT:**

This work shall be performed in accordance with the applicable portions of Section 406 and 440 of the Standard Specifications.

This item consists of the removal and replacement of the existing HMA driveway surface and aggregate base course. Replacement shall be constructed to match the exiting pavement removed for thickness; however, the minimum thickness shall not be less than 3 inches of hot-mix asphalt surface course, Mix. C, N50 and 4 inches of aggregate base course (CA-6). The surface shall conform to the grade of the adjacent area and provide a tight joint with existing. The HMA surface to remain shall be sawcut in a neat, straight line. The saw cut shall be included in the price of the pay item.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT.

2014 ROAD RESURFACING PROGRAM



STATE OF ILLINOIS }
 } SS
COUNTY OF LAKE }

ATTACHMENT D
CERTIFICATIONS OF INSURANCE COVERAGE

Peter Baker & Son Co., as Contractor, and DS&P INS SVCS, as representative of contractor's insurer CHARTIS INS ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Contractor has obtained insurance coverage as required pursuant to Section 4 of this Contract and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Section VI of Attachment A to this Contract as required pursuant to Section 4 of this Contract.

Dated this 31st day of January, 2014.

Attest/Witness
By: Robert G. Baker
By: John Brunner
Title: Secretary/Treasurer
Vice President - Project Management

Peter Baker & Son Co.
CONTRACTOR
Arthur M. Baker II
Title: President

Subscribed and sworn to before me
this 31st day of January, 2014.

My Commission Expires: 12/01/2016

Victoria A Meyer
Notary Public
SEAL

OFFICIAL SEAL
VICTORIA A MEYER
Notary Public - State of Illinois
My Commission Expires 12/01/16

Attest/Witness
By: Nancy Zorica
By: Patricia Kuchan
Title: Accounting Manager
Customer Service Rep

CONTRACTOR'S INSURER - AGENT
Robert Schutz
Title: President

Subscribed and sworn to before me
this 11th day of March, 2014.

My Commission Expires:
8/15/2017

Lynn Carlson
Notary Public

SEAL
"OFFICIAL SEAL"
LYNN CARLSON
Notary Public, State of Illinois
My Commission Expires 08/15/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2014

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).

PRODUCER DS&P Insurance Services Inc 1530 E Dundee Rd Suite 200 Palatine IL 60074	CONTACT NAME: PHONE (A/C, No, Ext): (847) 934-6100 FAX (A/C, No): (847) 934-6186 E-MAIL ADDRESS:														
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INSURED Peter Baker & Son Co., Inc. 1349 Rockland Rd / PO Box 187 Lake Bluff IL 60044-0187	(847) 362-3663														

COVERAGES **CERTIFICATE NUMBER:** Cert ID 13985 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:		6988568	4/1/2013	4/1/2014	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	AUTOMOBILE LIABILITY <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		1707512	4/1/2013	4/1/2014	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 RETENTION \$		SISCCCL00023713	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	48250365	4/1/2013	4/1/2014	<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
E	Leased & Rented Equipment		QT660844K7378	4/1/2013	4/1/2014	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE:PB# 4017/ 2014 ROAD RESURFACING PROGRAM. BITUMINOUS CONCRETE PAVING.
 THE FOLLOWING ARE ADDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT: VILLAGE OF GRAYSLAKE, THE DEPARTMENT AND ITS EMPLOYEES.

CERTIFICATE HOLDER

VILLAGE OF GRAYSLAKE

 10 SOUTH SEYMOUR AVE

 GRAYSLAKE IL 60030

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2014

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COVERAGES **CERTIFICATE NUMBER:** Cert ID 13985 **REVISION NUMBER:**

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CERTIFICATE HOLDER VILLAGE OF GRAYSLAKE 10 SOUTH SEYMOUR AVE GRAYSLAKE IL 60030	CANCELLATION 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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© 1988-2013 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2013 forms a part of

policy No. GL 6988568 issued to PETER BAKER & SON CO., INC.

by ILLINOIS NATIONAL INSURANCE CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSURED

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSURED

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.b.**, is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible 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.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION 1 - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

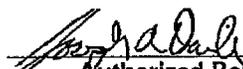
B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), or under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE B and (iii) all medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offenses under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2013 forms a part of

policy No. 1707512 issued to PETER BAKER & SON CO., INC.

by ILLINOIS NATIONAL INSURANCE CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

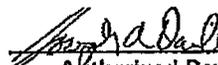
BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO"

- I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.


Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01A.M. 4/1/2013 forms a part of

policy No. 1707512 issued to PETER BAKER & SON CO., INC.

by ILLINOIS NATIONAL INSURANCE CO .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

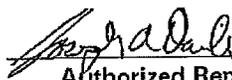
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

**LEGAL NOTICE /
PUBLIC NOTICE**

**VILLAGE OF
GRAYSLAKE
BID NOTICE**

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from construction contractors for the following project:

2014 ROAD RESURFACING PROGRAM

Sealed bids for this contract must be received before 11:00 a.m. on January 31, 2014, at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and project drawings and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The Village of Grayslake reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village, as determined that the Village. The Village also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify and waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

President and Board of Trustees
Village of Grayslake,
Illinois

By: Village Manager
Michael J. Ellis
Published in Daily Herald
January 20, 2014 (4363136)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published January 20, 2014 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Danula Baltz*
Authorized Agent

Control # 4363136

2014 Road Resurfacing Program Bid Tabulation

Village of Grayslake

			Peter Baker & Son		Johnson Paving		Payne & Dofan, Inc.		Curran Contracting		Average		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Drainage and Utility Structures To Be Adjusted	Each	16	\$325.00	\$5,200.00	\$525.00	\$8,400.00	\$325.00	\$5,200.00	\$450.00	\$7,200.00	\$406.25	\$6,500.00
2	Catch Basins To Be Reconstructed	Each	10	\$900.00	\$9,000.00	\$1,000.00	\$10,000.00	\$900.00	\$9,000.00	\$1,195.00	\$11,950.00	\$998.75	\$9,987.50
3	Manholes To Be Adjusted With External Chimney Seal	Each	12	\$700.00	\$8,400.00	\$800.00	\$9,600.00	\$700.00	\$8,400.00	\$775.00	\$9,300.00	\$743.75	\$8,925.00
4	HMA Surface Removal - Butt Joint	Sq. Yd.	805	\$2.00	\$1,610.00	\$3.00	\$2,415.00	\$13.85	\$11,149.25	\$12.00	\$9,660.00	\$7.71	\$6,208.56
5	HMA Surface Removal 3"	Sq. Yd.	37322	\$3.20	\$119,430.40	\$3.00	\$111,966.00	\$2.25	\$83,974.50	\$3.30	\$123,162.60	\$2.94	\$109,633.88
6	Agg. Base Prep. 1" +/-	Sq. Yd.	37322	\$0.62	\$23,139.64	\$0.65	\$24,259.30	\$0.90	\$33,589.80	\$1.75	\$65,313.50	\$0.98	\$36,575.56
7	Agg. Base Crse. Remove and Replace	Cu Yds	1521	\$30.00	\$45,630.00	\$25.00	\$38,025.00	\$67.05	\$101,983.05	\$45.00	\$68,445.00	\$41.76	\$63,520.76
8	HMA Surface Removal- Variable Depth (Special)	Sq. Yd.	12250	\$2.15	\$26,337.50	\$1.85	\$22,662.50	\$2.00	\$24,500.00	\$3.00	\$36,750.00	\$2.25	\$27,562.50
9	HMA Pavement Removal and Replacement- 3"	Sq. Yd.	1490	\$20.35	\$30,321.50	\$2.00	\$2,980.00	\$25.95	\$38,665.50	\$26.25	\$39,112.50	\$18.64	\$27,769.88
10	Class D Patching- Type I	Sq. Yd.	0	\$66.00	\$0.00	\$100.00	\$0.00	\$150.00	\$0.00	\$85.00	\$0.00	\$100.25	\$0.00
11	Class D Patching- Type II	Sq. Yd.	259	\$40.00	\$10,360.00	\$43.00	\$11,137.00	\$59.45	\$15,397.55	\$60.00	\$15,540.00	\$50.61	\$13,108.64
12	Class D Patching- Type III	Sq. Yd.	271	\$38.00	\$10,298.00	\$43.00	\$11,653.00	\$50.40	\$13,658.40	\$55.00	\$14,905.00	\$46.60	\$12,628.60
13	Class D Patching- Type IV	Sq. Yd.	255	\$36.00	\$9,180.00	\$43.00	\$10,965.00	\$47.15	\$12,023.25	\$55.00	\$14,025.00	\$45.29	\$11,548.31
14	Mixture For Cracks, Joints and Flangeways	Ton	12	\$50.00	\$600.00	\$350.00	\$4,200.00	\$310.00	\$3,720.00	\$250.00	\$3,000.00	\$240.00	\$2,880.00
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.	18457	\$1.35	\$24,916.95	\$1.40	\$25,839.80	\$1.35	\$24,916.95	\$1.50	\$27,685.50	\$1.40	\$25,839.80
16	Bituminous Materials (Prime Coat)	Gallon	5650	\$0.01	\$56.50	\$0.01	\$56.50	\$0.10	\$565.00	\$3.30	\$18,645.00	\$0.86	\$4,830.75
17	Aggregate (Prime Coat)	Ton	260	\$1.00	\$260.00	\$1.00	\$260.00	\$1.00	\$260.00	\$2.50	\$650.00	\$1.38	\$357.50
18	Level Binder MM NSO	Ton	861	\$73.75	\$63,498.75	\$79.00	\$68,019.00	\$77.05	\$66,340.05	\$67.75	\$58,332.75	\$74.39	\$64,047.64
19	Hot Mix Asphalt Binder Course, NSO 2.5"	Ton	5810	\$51.70	\$300,377.00	\$70.00	\$406,700.00	\$66.15	\$384,331.50	\$61.00	\$354,410.00	\$62.21	\$361,454.63
20	Hot Mix Asphalt Surface Course, Mix. C, NSO 1.5"	Ton	4983	\$60.25	\$300,225.75	\$71.00	\$353,793.00	\$73.55	\$366,499.65	\$66.00	\$328,878.00	\$67.70	\$337,349.10
21	Hot Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.	500	\$47.00	\$23,500.00	\$25.00	\$12,500.00	\$38.45	\$19,225.00	\$47.50	\$23,750.00	\$39.49	\$19,743.75
22	Sidewalk Removal	Sq. Ft.	2615	\$1.00	\$2,615.00	\$1.50	\$3,922.50	\$2.00	\$5,230.00	\$1.50	\$3,922.50	\$1.50	\$3,922.50
23	PCC Sidewalk, 5"	Sq. Ft.	2615	\$5.00	\$13,075.00	\$5.00	\$13,075.00	\$6.00	\$15,690.00	\$4.20	\$10,983.00	\$5.05	\$13,205.75
24	Detectable Warnings	Sq. Ft.	84	\$37.00	\$3,108.00	\$35.00	\$2,940.00	\$40.00	\$3,360.00	\$35.00	\$2,940.00	\$36.75	\$3,087.00
25	Combination Concrete Curb & Gutter Removal and Replacement	Feet	716	\$27.00	\$19,332.00	\$29.00	\$20,764.00	\$30.00	\$21,480.00	\$30.15	\$21,587.40	\$29.04	\$20,790.85
26	Parkway Restoration	Sq. Yd.	229	\$8.50	\$1,946.50	\$15.50	\$3,549.50	\$29.00	\$6,641.00	\$10.00	\$2,290.00	\$15.75	\$3,606.75
27	Thermoplastic Pavement Marking- Line 4"	Feet	1565	\$1.45	\$2,269.25	\$1.50	\$2,347.50	\$1.45	\$2,269.25	\$1.45	\$2,269.25	\$1.46	\$2,288.81
28	Thermoplastic Pavement Marking- Line 6"	Feet	0	\$2.20	\$0.00	\$4.00	\$0.00	\$2.20	\$0.00	\$4.35	\$0.00	\$3.19	\$0.00
29	Thermoplastic Pavement Marking- Line 12"	Feet	172	\$4.35	\$748.20	\$4.50	\$774.00	\$4.35	\$748.20	\$4.35	\$748.20	\$4.39	\$754.65
30	Thermoplastic Pavement Marking- Line 24"	Feet	201	\$8.70	\$1,748.70	\$9.00	\$1,809.00	\$8.70	\$1,748.70	\$8.70	\$1,748.70	\$8.78	\$1,763.78
31	Thermoplastic Pavement Marking- Letters & Symbols	Sq. Ft.	79	\$5.00	\$395.00	\$5.00	\$395.00	\$5.00	\$395.00	\$5.00	\$395.00	\$5.00	\$395.00
32	Raised Reflective Pavement Marker Removal	Each	0	\$100.00	\$0.00	\$50.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$0.00	
33	Raised Reflective Pavement Markers	Each	0	\$250.00	\$0.00	\$300.00	\$0.00	\$250.00	\$0.00	\$4,500.00	\$0.00	\$1,325.00	
34	Mobilization	Lsum	1	\$17,081.00	\$17,081.00	\$67,000.00	\$67,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$42,270.25	
35	Traffic Control and Protection	Lsum	1	\$9,770.00	\$9,770.00	\$57,400.00	\$57,400.00	\$4,450.00	\$4,450.00	\$9,500.00	\$9,500.00	\$20,280.00	
36	Additional Street Sweeping	Each	20	\$25.00	\$500.00	\$350.00	\$7,000.00	\$495.00	\$9,900.00	\$590.00	\$11,800.00	\$365.00	\$7,300.00
37	Aggregate Shoulder Wedge	Ton	453	\$28.80	\$13,046.40	\$45.00	\$20,385.00	\$41.65	\$18,867.45	\$35.00	\$15,855.00	\$37.61	\$17,038.46
Total Price Proposal				\$1,097,977.04		\$1,336,792.60		\$1,354,179.05		\$1,359,753.90		\$1,287,175.65	
Total Bid (as read)				\$1,097,977.04		\$1,336,792.60		\$1,354,179.05		\$1,359,753.90			

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from construction contractors for the following project:

2014 ROAD RESURFACING PROGRAM

Sealed bids for this contract must be received before 11:00 a.m. on January 31, 2014, at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and project drawings and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The Village of Grayslake reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village, as determined that the Village. The Village also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

President and Board of Trustees
Village of Grayslake, Illinois

By: Village Manager
Michael J. Ellis

Brett Kryska

From: Brett Kryska
Sent: Friday, January 24, 2014 8:56 AM
Subject: FW: 2014 Road Resurfacing Program.

Hello:

Please see a question and answer below regarding this project.

Thank you,

Brett

Brett L. Kryska
Administrative Services
& Contracting Manager
Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030
847/223-8515
847/223-4821 fax

Our records indicate 1.5" surface and 1.5" binder with 10" to 12" of agg. base on the roads in Prairie Crossing.

The agg. base prep. Includes grading/prepping the agg. Base to 3.75" at the gutter and +/- 2% cross slope. The item includes the removal of any excess material. If base course undercuts are required this material may be used if it is acceptable to the engineer and may also be used for crown correction.

Brett,

It appears that the intent for the Prairie Crossing roads is to remove 3" of existing HMA and replace with 4" of new HMA (2.5" binder & 1.5" surface). My questions are:

- Is the existing pavement cross-section on those roads 3" of HMA?
- Does the *Agg. Base Prep. 1" +/-* bid item include removal and/or addition of aggregate material or is the bid item to regrade to create crown and allow for 4" of new pavement without removal or addition?

PROPOSAL

**VILLAGE OF GRAYSLAKE
CONTRACT FOR**

2014 ROAD RESURFACING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Peter Baker & Son Co. ("Bidder")

Principal Office Address 1349 Rockland Rd., P.O. Box 187, Lake Bluff, IL 60044-0187

Local Office Address 1349 Rockland Rd., P.O. Box 187, Lake Bluff, IL 60044-0187

Contact Person John Dosemagen Telephone (847) 362-3663, Ext. 35

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

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 set of documents, including Addenda Nos. 1 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

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 included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the 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 Work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the 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:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	Drainage and Utility Structures To Be Adjusted	Each	16	\$325.00	\$ 5,200.00
2	Catch Basins and Utility Structures To Be Reconstructed	Each	10	\$900.00	\$ 9,000.00
3	Manholes To Be Adjusted With External Chimney Seal	Each	12	\$700.00	\$8,400.00
4	Hot-Mix Asphalt Surface Removal – Butt Joint	Sq. Yd.	805	\$ 2.00	\$1,610.00
5	Hot-Mix Asphalt Surface Removal – 3"	Sq. Yd.	37,322	\$3.20	\$ 119,430.40
6	Agg. Base Prep. 1" +/-	Sq. Yd.	37,322	\$ 0.62	\$23,139.64
7	Agg. Base Crse. Remove and Replace	Cu Yd.	1,521	\$30.00	\$ 45,630.00
8	HMA Surface Removal - Variable Depth (Special)	Sq. Yd.	12,250	\$ 2.15	\$26,337.50
9	HMA Surface Removal and Replacement - 3"	Sq. Yd.	1,490	\$20.35	\$ 30,321.50
10	Class D Patches - Type I	Sq. Yd.	0	\$ 66.00	\$ 0.00
11	Class D Patches - Type II	Sq. Yd.	259	\$ 40.00	\$10,360.00
12	Class D Patches - Type III	Sq. Yd.	271	\$ 38.00	\$10,298.00
13	Class D Patches - Type IV	Sq. Yd.	255	\$36.00	\$ 9,180.00
14	Mixture For Cracks, Joints, and Flangeways	Ton	12	\$ 50.00	\$600.00
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.	18,457	\$ 1.35	\$24,916.95
16	Bituminous Materials (Prime Coat)	Gallon	5,650	\$ 0.01	\$ 56.50
17	Aggregate (Prime Coat)	Ton	260	\$1.00	\$260.00
18	Leveling Binder (Machine Method) N50	Ton	861	\$73.75	\$ 63,498.75
19	Hot-Mix Asphalt Binder Course, N50 2.5"		5,810	\$51.70	\$300,377.00
20	Hot-Mix Asphalt Surface Course, Mix. C, N50 1.5"	Ton	4,983	\$ 60.25	\$ 300,225.75
21	Hot-Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.	500	\$ 47.00	\$23,500.00
22	Sidewalk Removal	Sq. Ft.	2,615	\$ 1.00	\$ 2,615.00

23	PCC Sidewalk, 5"	Sq. Ft.	2,615	\$ 5.00	\$13,075.00
24	Detectable Warnings	Sq. Ft.	84	\$ 37.00	\$ 3,108.00
25	Combination Concrete Curb & Gutter Removal and Replacement	Feet	716	\$ 27.00	\$ 19,332.00
26	Parkway Restoration	Sq. Yd.	229	\$ 8.50	\$ 1,946.50
27	Thermoplastic Pavement Marking - Line, 4"	Feet	1,565	\$ 1.45	\$ 2,269.25
28	Thermoplastic Pavement Marking - Line, 6"	Feet	0	\$ 2.20	\$ 0.00
29	Thermoplastic Pavement Marking - Line, 12"	Feet	172	\$ 4.35	\$ 748.20
30	Thermoplastic Pavement Marking - Line, 24"	Feet	201	\$ 8.70	\$1,748.70
31	Thermoplastic Pavement Marking - Letters & Symbols	Sq. Feet	79	\$ 5.00	\$ 395.00
32	Raised Reflective Pavement Marker Removal	Each	0	\$ 100.00	\$ 0.00
33	Raised Reflective Pavement Marker	Each	0	\$ 250.00	\$ 0.00
34	Mobilization	Lsum	1	\$ 17,081.00	\$17,081.00
35	Traffic Control and Protection	Lsum	1	\$ 9,770.00	\$ 9,770.00
36	Additional Street Sweeping	Each	20	\$ 25.00	\$ 500.00
37	Aggregate Shoulder Wedge	Ton	453	\$ 28.80	\$ 13,046.40

TOTAL CONTRACT PRICE:

One million ninety seven thousand nine hundred seventy seven Dollars
(in writing)

and four***** Cents
(in writing)

\$1,097,977. Dollars
(in figures)

and .04***** Cents
(in figures)

BASIS FOR DETERMINING PRICES

D.

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner'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 (if applicable) 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 the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of 5% Bid Bond - dollars (\$5% of total bid price), which is equal to at least five percent (5%) 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, 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 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 31st day of January, 20 14.

Attest/Witness:

Peter Baker & Son Co.

Bidder

By: Robert G. Baker
Robert G. Baker

By: Arthur M. Baker II
Arthur M. Baker II

Title: Secretary/Treasurer

Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**



Local Agency Proposal Bid Bond

Route 2014 Road Resurfacing Prog.
County Lake
Local Agency Village of Grayslake
Section N/A

RETURN WITH BID

PAPER BID BOND

WE PETER BAKER & SON CO. as PRINCIPAL,
and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 31st day of January, 2014

Principal

PETER BAKER & SON CO. (Company Name)
By: ARTHUR M. BAKER, I (Signature and Title) PRESIDENT

Surety

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Name of Surety)
By: Oscar F. Rincon (Signature of Attorney-in-Fact)

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 OSCAR F. RINCON

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

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

Given under my hand and notarial seal this 31st day of January, 2014

My commission expires 12/01/2016

OFFICIAL SEAL
VICTORIA A MEYER
Notary Public - State of Illinois
My Commission Expires 12/01/16

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date



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. 225662

Certificate No. 005371024

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

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, and Amber Derkson

of the City of Naperville/Chicago, 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 15th day of February, 2013.

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 15th day of February, 2013, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of January, 2014.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Arthur M. Baker II, President ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Peter Baker & Son Co..

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Arthur M. Baker II</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>
Vice President	<u>Robert G. Baker</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>
Secretary	<u>Robert G. Baker</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>
Treasurer	<u>Robert G. Baker</u>	<u>1349 Rockland Rd., P.O. Box 187 Lake Bluff, IL 60044-0187</u>

ACKNOWLEDGEMENT

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>N/A</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual** N/A

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 assumed name, said trade or assumed name is as follows: N/A.

4. **Joint Venture** N/A

Bidder is a joint venture that is organized and existing under the laws of the State of N/A pursuant to that certain Joint Venture 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 signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
<u>N/A</u> ()	<u>N/A</u>
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 31st day of January, 2014.

Attest/Witness:

Peter Baker & Son Co.

Bidder

By: Robert G. Baker
Robert G. Baker
Title: Secretary/Treasurer

By: Arthur M. Baker II
Arthur M. Baker II
Title: President

Subscribed and Sworn to
before me this 31st day
of January, 2014.

My Commission Expires: 12/01/16

Victoria A. Meyer
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Arthur M. Baker II, President ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Bituminous Asphalt Paving Contractor,
Material Supplier and Producer

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>60</u> % Federal	<u>70</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>20</u> % Other Public	<u>30</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>20</u> % Private		<u> </u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 95 years

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Amount of Contract	<u>\$382,085.28</u>	<u>\$367,599.98</u>	<u>\$1,692,668.37</u>
Date Completed	<u>November 2011</u>	<u>November 2011</u>	<u>November 2011</u>

DATED this 31st day of January, 2014.

Attest/Witness:

Peter Baker & Son Co.

Bidder

By: Robert G. Baker
Robert G. Baker

By: Arthur M. Baker II
Arthur M. Baker II

Title: Secretary/Treasurer

Title: President

Subscribed and Sworn to
before me this 31st day
of January, 2014.

My Commission Expires: 12/01/2016

Victoria A. Meyer
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**

INVITATION FOR BIDDER'S PROPOSALS

(Addendum#1 Section 6 A. Bid Security – changed “ten” to “five”)

OWNER: Village of Grayslake
10 South Seymour
Grayslake, Illinois 60030

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

2014 ROAD RESURFACING PROGRAM

The works shall be performed at the following Work Site:

VILLAGE OF GRAYSLAKE

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be downloaded from www.villageofgrayslake.com at no cost or purchased at the office of Owner upon payment of **\$25.00** per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional **\$30.00** per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so

only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 11:00 a.m., local time, January 31, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

(Addendum#1 – Section 6 A. – changed “ten” to “five”)

- A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least **five** percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.
- B. **Performance and Payment Bonds.** If applicable, the successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.
- C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED THIS 16th DAY OF January, 2014

VILLAGE OF GRAYSLAKE

**By: Michael J. Ellis,
Village Manager**



1530 E. Dundee Road - 2nd Floor
Palatine, Illinois 60074
Phone: 847.934.6100
Fax: 847.934.6186
Web: www.dspins.com

January 24, 2014

Village of Grayslake
10 S. Seymour Ave.
Grayslake, IL 60030

RE: Peter Baker & Son Co., Inc.
2014 Road Resurfacing Program

To Whom It May Concern:

Please be advised that we have reviewed the insurance requirements for the above project that were provided to us in Article 4.2 and coverage limits in Attachment A of the contract. Upon award of the Contract, we will issue the required Certificate of Insurance and policies that are required.

Respectfully,

A handwritten signature in cursive script that reads 'Tina Triphahn'.

Tina Triphahn
Customer Service Representative
DS&P Insurance Services, Inc.
847-934-6100
Email: ttriphahn@dspins.com
Fax: 847-934-6180

INSURANCE / CONTRACT BONDS / EMPLOYEE BENEFITS:



DS&P Insurance Services, Inc.

1530 E. Dundee Road – 2nd Floor
Palatine, Illinois 60074
Phone: 847.934.6100
Fax: 847.934.6186
Web: www.dspins.com

January 23, 2014

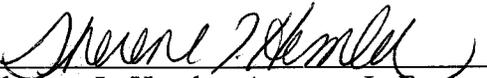
Village of Grayslake
10 South Seymour
Grayslake, IL 60030

Gentlemen:

Through this agency Peter Baker & Son Co. has advised Travelers Casualty and Surety Company Of America that Village of Grayslake is receiving bids on the 31st day of January, 2014. Peter Baker & Son Co. has also advised that they are submitting a bid for 2014 Road Resurfacing Program.

In the event the bid of Peter Baker & Son Co. is accepted, a contract is awarded to this bidder and this bidder so requests, Travelers Casualty and Surety Company Of America is prepared to underwrite and issue the above referenced performance and payment bond on the forms provided by, or otherwise acceptable to, Owner, upon review of the final contract documents.

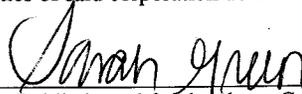
Travelers Casualty and Surety Company Of America

BY: 
Sherene L. Hemler, Attorney In Fact

Surety Company Acknowledgement

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

On this **January 23, 2014**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, 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: **04/17/16**





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. 220280

Certificate No. 005540979

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, and Sarah Green

of the City of Palatine, 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 26th day of June, 2013.

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 26th day of June, 2013, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

23rd January 14

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 _____.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Substance Abuse Prevention Program Certification

Route 2014 Road Resurfacing Program
County Lake
Local Agency Village of Grayslake
Section N/A

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

PETER BAKER & SON COMPANY

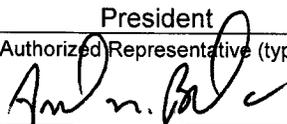
Contractor/Subcontractor

Arthur M. Baker, II

Name of Authorized Representative (type or print)

President

Title of Authorized Representative (type or print)



Signature of Authorized Representative

January 31, 2014

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14703

Peter Baker & Son Company

1349 Rockland Road

Lake Bluff IL 60044

Information for this business last updated on:

Tuesday, September 28, 2010

Certificate produced on Tuesday, September 28, 2010 at 9:32 AM





**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 0280

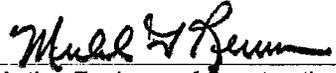
Peter Baker & Son Co.
P. O. Box 187 Lake Bluff, IL 60044

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

\$125,421,000.00

001	EARTHWORK	\$2,350,000
003	HMA PLANT MIX	\$96,700,000
012	DRAINAGE	\$300,000
032	COLD MILL, PLAN. & ROTOMILL	\$5,525,000
042	COLD (IN-PLACE) RECYCLING	\$150,000
08A	AGGREGATE BASES & SURF. (A)	\$2,475,000
15A	COVER & SEAL COATS (A)	\$975,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/3/2013 TO 4/30/2014 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 5/3/2013.


Acting 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 January 17, 2014

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	BOONE / MCHENRY / DEKALB	LAKE 145 X-T	LAKE TR-TS	MCHENRY 21-RS-3		
Contract With	LORIG ISHTA I-13-4128	LORIG CONSTRUCTION	IDOT C: 60T88	IDOT C:60N27		
Estimated Completion Date	05/30/14	05/30/14	03/30/14	03/30/14		
Total Contract Price	\$404,956	\$548,116	\$913,574	\$2,026,850		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0	\$0	\$93,500	\$7,000	\$0	\$100,500
Uncompleted Dollar Value if Firm is the Subcontractor	\$107,972	\$105,000	\$0	\$0	\$0	\$212,972
Total Value of All Work						\$313,472

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					\$0
Portland Cement Concrete Paving					\$0
HMA Plant Mix	\$100,000	\$105,000			\$205,000
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces	\$2,500				\$2,500
Highway, R.R. and Waterway Structures					\$0
Drainage					\$0
Electrical					\$0
Cover and Seal Coats					\$0
Concrete Construction					\$0
Landscaping					\$0
Fencing					\$0
Guardrail					\$0
Painting					\$0
Signing					\$0
Cold Milling, Planning & Rotomilling	\$5,472				\$5,472
Demolition					\$0
Pavement Markings (Paint)					\$0
Pavement Markings (Thermoplastic)					\$0
Pavement Markings (Other)					\$0
Installation of Raised Pavement Markers					\$0
Totals	\$107,972	\$105,000	\$0	\$0	\$212,972

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.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor			ALLIANCE CONTRACTORS	GARDENSCAPES	
Type of Work			CONCRETE	AGGREGATE SHOULDERS	
Subcontract Price			\$38,918	\$63,689	
Amount Uncompleted			\$0	\$0	
Subcontractor			HOME TOWNE ELECTRIC	KREATIVE SCAPES	
Type of Work			ELECTRICAL WORK	CONCRETE & SEWER	
Subcontract Price			\$105,411	\$34,980	
Amount Uncompleted			\$90,000	\$0	
Subcontractor			F. ESPINOZA LANDSCAPING	HR STEWART	
Type of Work			LANDSCAPE WROK	SEWER RODDING	
Subcontract Price			\$9,926	\$17,130	
Amount Uncompleted			\$2,500	\$0	
Subcontractor			GARDENSCAPES	HOME TOWNE ELECTRIC	
Type of Work			MILLING	ELECTRICAL WORK	
Subcontract Price			\$14,147	\$35,324	
Amount Uncompleted			\$0	\$6,500	
Subcontractor			PRECISION STRIPING	CAMPANELLA AND SONS	
Type of Work			STRIPING	EXCAVATION	
Subcontract Price			\$11,983	\$34,650	
Amount Uncompleted			\$0	\$0	
Subcontractor			WORK ZONE SAFETY	FIALA PAVING	
Type of Work			TRAFFIC CONTROL	MILLING	
Subcontract Price			\$25,039	\$45,683	
Amount Uncompleted			\$1,000	\$0	
Subcontractor			BERGER EXCVATING	KING CUT	
Type of Work			EXCAVATION / SEWER	SAWING	
Subcontract Price			\$157,054	\$12,584	
Amount Uncompleted			\$0	\$0	
Total Uncompleted	\$0	\$0	\$93,500	\$6,500	\$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this ____ day of _____ 2013.

Type or Print Name ARTHUR M. BAKER II, President
Officer or Director Title

Signed _____

Notary Public
My commission expires 12/01/16
(Notary Seal)

Company PETER BAKER & SON CO.

Address 1349 Rockland Road
Lake Bluff, IL 60044

Part III. Work Subcontracted to Others:

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor				MARKING SPECIALISTS	
Type of Work				STRIPING	
Subcontract Price				\$138,033	
Amount Uncompleted				\$0	
Subcontractor				WORK ZONE SAFETY	
Type of Work				TRAFFIC CONTROL	
Subcontract Price				\$32,860	
Amount Uncompleted				\$500	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted		\$0	\$0	\$0	\$500
				\$500	\$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
 this ____ day of _____ 2013.

 Notary Public
 My commission expires 12/01/16
 (Notary Seal)

Type or Print Name ARTHUR M. BAKER II, President
Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

Address 1349 Rockland Road
Lake Bluff, IL 60044



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 January 17, 2014
(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	
County and Section Number	LAKE	LAKE & COOK 10-F3000-22-BT	LAKE 12-00113-17-CH	LAKE 09-P0075-15-BT		
Contract With	LANDMARK - ISTHA	ALLIANCE	BERGER EXCAVATING	BERGER EXCAVATING		
Estimated Completion Date	07/31/14	06/15/14	07/31/14	06/15/14		
Total Contract Price	\$223,876	\$84,460	\$725,686	\$43,432		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0	\$0	\$0	\$0	\$0	\$100,500
Uncompleted Dollar Value if Firm is the Subcontractor	\$223,876	\$84,460	\$491,186	\$43,432	\$0	\$1,055,926
Total Value of All Work						\$1,156,426

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						\$0
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$222,176	\$84,460	\$482,465	\$43,432		\$1,037,533
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces						\$2,500
Highway, R.R. and Waterway Structures						\$0
Drainage						\$0
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning & Rotomilling	\$1,700		\$8,721			\$15,893
Demolition						\$0
Pavement Markings (Paint)						\$0
Pavement Markings (Thermoplastic)						\$0
Pavement Markings (Epoxy)						\$0
Installation of Raised Pavement Markers						\$0
Totals	\$223,876	\$84,460	\$491,186	\$43,432	\$0	\$1,055,926

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 January 17, 2014**

(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 05-00121-07-WR	LAKE 00-00045-00-PV				
Contract With	BERGER C:63765	LAKE COUNTY GRADING				
Estimated Completion Date	08/30/14	05/30/14				
Total Contract Price	\$1,215,077	\$971,295				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0	\$0	\$0	\$0	\$0	\$100,500
Uncompleted Dollar Value if Firm is the Subcontractor	\$1,015,077	\$3,500	\$0	\$0	\$0	\$2,074,503
Total Value of All Work						\$2,175,003

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						\$0
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$995,395	\$3,500				\$2,036,428
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases & Surfaces						\$2,500
Highway, R.R. and Waterway Structures						\$0
Drainage						\$0
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning & Rotomilling	\$19,682					\$35,575
Demolition						\$0
Pavement Markings (Paint)						\$0
Pavement Markings (Thermoplastic)						\$0
Pavement Markings (Epoxy)						\$0
Installation of Raised Pavement Markers						\$0
Totals	\$1,015,077	\$3,500	\$0	\$0	\$0	\$2,074,503

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.

VILLAGE OF GRAYSLAKE
CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Payne & Dolan, Inc. ("Bidder")

Principal Office Address 1700 120th Ave., Kenosha, WI 53144

Local Office Address 28435 W. Route 173, Antioch, IL 60002

Contact Person Andy Schmidt Telephone 847-815-5187

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

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 set of documents, including Addenda Nos. 1 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

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 included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the 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 Work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things

PROPOSAL

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 or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

INVITATION FOR BIDDER'S PROPOSALS
(Addendum#1 Section 6 A. Bid Security – changed “ten” to “five”)

OWNER: Village of Grayslake
10 South Seymour
Grayslake, Illinois 60030

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

2014 ROAD RESURFACING PROGRAM

The works shall be performed at the following Work Site:

VILLAGE OF GRAYSLAKE

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be downloaded from www.villageofgrayslake.com at no cost or purchased at the office of Owner upon payment of **\$25.00** per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional **\$30.00** per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so

only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 11:00 a.m., local time, January 31, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

(Addendum#1 – Section 6 A. – changed “ten” to “five”)

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least **five** percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance and Payment Bonds.** If applicable, the successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED THIS 16th DAY OF January, 2014

VILLAGE OF GRAYSLAKE

**By: Michael J. Ellis,
Village Manager**

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the 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:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	Drainage and Utility Structures To Be Adjusted	Each	16	\$ 325.00	\$ 5200.00
2	Catch Basins and Utility Structures To Be Reconstructed	Each	10	\$ 900.00	\$ 9000.00
3	Manholes To Be Adjusted With External Chimney Seal	Each	12	\$ 700.00	\$ 8400.00
4	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq. Yd.	805	\$ 13.85	\$ 11149.25
5	Hot-Mix Asphalt Surface Removal - 3"	Sq. Yd.	37,322	\$ 2.25	\$ 83974.50
6	Agg. Base Prep. 1" +/-	Sq. Yd.	37,322	\$.90	\$ 33589.80
7	Agg. Base Crse. Remove and Replace	Cu Yd.	1,521	\$ 67.05	\$ 101983.05
8	HMA Surface Removal - Variable Depth (Special)	Sq. Yd.	12,250	\$ 2.00	\$ 24500.00
9	HMA Surface Removal and Replacement - 3"	Sq. Yd.	1,490	\$ 25.95	\$ 38665.50
10	Class D Patches - Type I	Sq. Yd.	0	\$ 150.00	\$ 0.00
11	Class D Patches - Type II	Sq. Yd.	259	\$ 59.45	\$ 15397.55
12	Class D Patches - Type III	Sq. Yd.	271	\$ 50.40	\$ 13658.40
13	Class D Patches - Type IV	Sq. Yd.	255	\$ 47.15	\$ 12023.25
14	Mixture For Cracks, Joints, and Flangeways	Ton	12	\$ 310.00	\$ 3720.00
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.	18,457	\$ 1.85	\$ 34044.95
16	Bituminous Materials (Prime Coat)	Gallon	5,650	\$.10	\$ 565.00
17	Aggregate (Prime Coat)	Ton	260	\$ 1.00	\$ 260.00
18	Leveling Binder (Machine Method) N50	Ton	861	\$ 77.05	\$ 66340.05
19	Hot-Mix Asphalt Binder Course, N50 2.5"		5,810	\$ 66.15	\$ 384331.50
20	Hot-Mix Asphalt Surface Course, Mix. C, N50 1.5"	Ton	4,983	\$ 73.55	\$ 366499.65
21	Hot-Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.	500	\$ 38.45	\$ 19225.00
22	Sidewalk Removal	Sq. Ft.	2,615	\$ 2.00	\$ 5230.00

23	PCC Sidewalk, 5"	Sq. Ft.	2,615	\$ 6.00	\$ 15690.00
24	Detectable Warnings	Sq. Ft.	84	\$ 40.00	\$ 3360.00
25	Combination Concrete Curb & Gutter Removal and Replacement	Feet	716	\$ 30.00	\$ 21480.00
26	Parkway Restoration	Sq. Yd.	229	\$ 29.00	\$ 6641.00
27	Thermoplastic Pavement Marking - Line, 4"	Feet	1,565	\$ 1.45	\$ 2269.25
28	Thermoplastic Pavement Marking - Line, 6"	Feet	0	\$ 2.20	\$ 0.00
29	Thermoplastic Pavement Marking - Line, 12"	Feet	172	\$ 4.35	\$ 748.20
30	Thermoplastic Pavement Marking - Line, 24"	Feet	201	\$ 8.70	\$ 1748.70
31	Thermoplastic Pavement Marking - Letters & Symbols	Sq. Feet	79	\$ 5.00	\$ 395.00
32	Raised Reflective Pavement Marker Removal	Each	0	\$ 100.00	\$ 0.00
33	Raised Reflective Pavement Marker	Each	0	\$ 250.00	\$ 0.00
34	Mobilization	Lsum	1	\$ 40000.00	\$ 40000.00
35	Traffic Control and Protection	Lsum	1	\$ 4450.00	\$ 4450.00
36	Additional Street Sweeping	Each	20	\$ 495.00	\$ 9900.00
37	Aggregate Shoulder Wedge	Ton	453	\$ 41.45	\$ 18867.45

TOTAL CONTRACT PRICE:

One million three hundred fifty four thousand

One hundred seventy nine Dollars
(in writing)

and *five* Cents
(in writing)

1,354,179 Dollars
(in figures)

and .05 Cents
(in figures)

BASIS FOR DETERMINING PRICES

D.

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner'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 (if applicable) 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 the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of _____ dollars (\$_____), which is equal to at least five percent (5%) 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, 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 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 31st day of January, 2014.

Attest/Witness:

Payne & Dolan, Inc.

Bidder

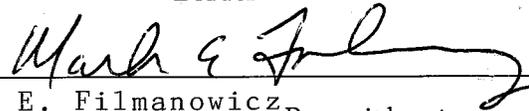
By:



Sarah Butcher

Title: Assistant Secretary

By:



Mark E. Filmanowicz

Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Mark E. Filmanowicz, President (Deponent), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Wisconsin, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Payne & Dolan, Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Mark E. Filmanowicz</u>	<u>N3W23650 Badinger Rd., Waukesha, WI</u>
Vice President	<u>Steven D. Higgins</u>	<u>N3W23650 Badinger Rd., Waukesha, WI</u>
Secretary	<u>Mark E. Filmanowicz</u>	<u>N3W23650 Badinger Rd. Waukesha, WI</u>
Treasurer	<u>Michael Wickler</u>	<u>N3W23650 Badinger Rd., Waukesha, WI</u>

ACKNOWLEDGEMENT

2. **Partnership**

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

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 31st day of January, 2014.

Attest/Witness:

Payne & Dolan, Inc.

Bidder

By: *Sarah Butcher*
Sarah Butcher
Title: Assistant Secretary

By: *Mark E. Filmanowicz*
Mark E. Filmanowicz
Title: President

Subscribed and Sworn to
before me this 31st day
of January, 2014.

My Commission Expires: 1/16/2018

Susan L. Taylor
Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Mark E. Filmanowicz, President ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Asphalt Paving, Milling

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>0</u> % Federal	<u>80</u> % As Contractor	<u>89</u> % Bidder's Forces
<u>70</u> % Other Public	<u>20</u> % As Subcontractor	<u>11</u> % Subcontractors
<u>30</u> % Private		<u>0</u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 83 years

ACKNOWLEDGEMENT

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>
_____	_____	_____
_____	_____	_____

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>Village of Fox Lake</u>	<u>Business</u>	_____	<u>4/30/2014</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>Antioch Township</u>	<u>Village of Antioch</u>	<u>Village of Spring Grove</u>
Owner Address	<u>933 Bartlett Ave.</u>	<u>874 Main Street</u>	<u>7401 Meyer Road</u>
	<u>Antioch, IL 60002</u>	<u>Antioch, IL 60002</u>	<u>Spring Grove, IL 60081</u>
Reference	<u>Mark Ring</u>	<u>Jeff Strzalka (HR Green)</u>	<u>Jeff Strzalka (HR Green)</u>
Telephone Number	<u>847-395-2070</u>	<u>815-385-1778</u>	<u>815-385-1778</u>
Type of Work	<u>Asphalt Paving</u>	<u>Asphalt Paving</u>	<u>Asphalt Paving</u>
	<u>Pulverizing</u>	<u>Milling</u>	<u>Milling</u>

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	<u>\$425,567.13</u>	<u>\$422,087.96</u>	<u>\$343,501.76</u>
Date Completed	<u>10/25/2013</u>	<u>11/19/2013</u>	<u>9/11/2013</u>

DATED this 31st day of January, 2013.

Attest/Witness:

Payne & Dolan, Inc.

Bidder

By: *Sarah Butcher*
Sarah Butcher
Title: Assistant Secretary

By: *Mark E. Filmanowicz*
Mark E. Filmanowicz
Title: President

Subscribed and Sworn to
before me this 31st day
of January, 2013.

My Commission Expires: 1/16/2018

Suzanne Taylor
Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**

**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

RESOLVED, that Ned W. Bechthold, Kurt Bechthold, Mark E. Filmanowicz, Edward A. Reesman, Steven D. Higgins, Charles E. Bechthold, Sarah Butcher, Michael Wickler, John Sorenson, Anthony P. Bodway, Raymond A. Postotnik and Brian Endres shall have the authority to sign all contracts for and within the State of Illinois and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Illinois; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 17th day of December 2013, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 31st day of January, 2014.



Mark E. Filmanowicz, Secretary



**Illinois Department
of Transportation**

Certificate of Eligibility

Payne & Dolan, Inc.
P. O. Box 781 Waukesha, WI 53187

Contractor No 4696

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 SUPER UNLIMITED

001	EARTHWORK	\$29,525,000
003	HMA PLANT MIX	Unlimited
006	CLEAN & SEAL CRACKS/JOINTS	\$4,825,000
007	SOIL STABILIZATION & MOD.	\$2,125,000
012	DRAINAGE	\$2,125,000
031	PAV'T. TEXTUR. & SURF. REM.	\$1,100,000
032	COLD MILL, PLAN. & ROTOMILL	\$10,675,000
042	COLD (IN-PLACE) RECYCLING	\$8,000,000
08A	AGGREGATE BASES & SURF. (A)	\$42,350,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/19/2013 TO 4/30/2014 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 4/22/2013.

Acting Engineer of Construction



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PAYNE & DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY
333 South Wabash Avenue Floor 22
Chicago, IL 60604

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

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

OWNER:

(Name, legal status and address)

VILLAGE OF GRAYSLAKE

10 S. Seymour Ave., Grayslake, IL 60030

BOND AMOUNT: Ten percent of amount bid.
(10% of Amount Bid)

PROJECT:

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

2014 Road Resurfacing Program

Project Number, if any:

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

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

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

Signed and sealed this 31st day of January, 2014

(Witness)

(Witness)

PAYNE & DOLAN, INC.

(Principal) (Seal)

(Title) Mark E. Filmanowicz, President

WESTERN SURETY COMPANY

(Surety) (Seal)

(Title) Trudy A. Szalewski, Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey R Meisinger, Kelly Cody, Kent Arps, Roxanne Jensen, Individually of Green Bay, Wisconsin
Trudy A Szalewski, Christopher H Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin

of Green Bay, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of May, 2013.



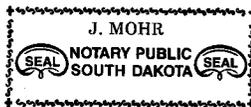
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of Jan. 2014



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only 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. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
 - 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, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall 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:
 - i. 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
 - ii. Supervisory, inspection, architectural or engineering activities.
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 for a loss we cover under this endorsement. 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 which covers that person or organization as a named insured for such loss, 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 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:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. 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 definition is added to SECTION V. - DEFINITIONS:

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

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

STATE OF ILLINOIS }
 } SS
COUNTY OF LAKE }

ATTACHMENT D
CERTIFICATIONS OF INSURANCE COVERAGE

Paune & Dolan, Inc., as Contractor, and Scott Brzezinski, as representative of contractor's insurer Travelers ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Contractor has obtained insurance coverage as required pursuant to Section 4 of this Contract and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Section VI of Attachment A to this Contract as required pursuant to Section 4 of this Contract.

Dated this 31st day of January, 2014.

Attest/Witness

By: [Signature]
By: _____
Title: Project Manager

CONTRACTOR

Paune & Dolan, Inc.
By: [Signature]
Title: Agent

Subscribed and sworn to before me
this 31st day of January, 2014.

My Commission Expires:

[Signature]
Notary Public
SEAL

January 16, 2018

Attest/Witness

By: [Signature]
By: _____
Title: Senior Vice President
Senior Vice Pres: ext

CONTRACTOR'S INSURER

Travelers

Title:

Subscribed and sworn to before me
this 23rd day of January, 2014.

My Commission Expires:

[Signature]
Notary Public
SEAL

11/30/14

CNASURETY

Milwaukee Branch Office
13845 Bishops Drive Suite 100 Brookfield WI 53005

Jay T. Nisbet

Surety Manager
Milwaukee Branch

Telephone 262-821-4702

Facsimile 262-821-4705

Internet jay.nisbet@cnaSurety.com

January 21, 2014

Village of Grayslake
10 South Seymour
Grayslake, IL 60030

Re: 2014 Road Resurfacing Program
Grayslake, IL

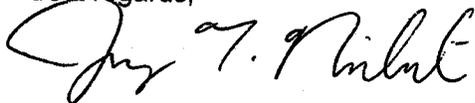
Gentlemen:

We are writing to you at the request of Payne & Dolan, Inc. of Waukesha, Wisconsin.

Payne & Dolan has been a valued client of CNA Surety since 1994. Since that time, we have supported bonding for the company on projects into the \$25,000,000 range and uncompleted backlogs of bonded work in excess of \$125,000,000 through Western Surety Company, a subsidiary of CNA Surety. Western Surety Company is AM Best rated "A" (Excellent) with a financial rating of "XII" (12). CNA Surety continues to be confident in Payne & Dolan's ability to perform and we recommend them for your favorable consideration.

It is our understanding that Payne & Dolan has or is about to submit a proposal on the above captioned project. Accordingly, if any work is awarded to Payne & Dolan, it is our present intention to become surety on any performance and payment bonds required by their contract. If there are any questions or further assurances are needed, please contact me at 262-821-4702.

Best regards,



cc: Kurt Bechthold, Payne & Dolan, Inc.

INVITATION FOR BIDDER'S PROPOSALS

(Addendum#1 Section 6 A. Bid Security – changed “ten” to “five”)

OWNER: Village of Grayslake
10 South Seymour
Grayslake, Illinois 60030

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

2014 ROAD RESURFACING PROGRAM

The works shall be performed at the following Work Site:

VILLAGE OF GRAYSLAKE

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals; ✓
- (2) General Instructions to Bidders; ✓
- (3) Addenda, if issued;
- (4) Bidder's Proposal; ✓
- (5) Bidder's Sworn Acknowledgment; ✓
- (6) Bidder's Sworn Work History Statement; ✓
- (7) Other Information Submitted by Bidder, if requested; ✓
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be downloaded from www.villageofgrayslake.com at no cost or purchased at the office of Owner upon payment of **\$25.00** per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional **\$30.00** per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so

only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 11:00 a.m., local time, January 31, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

(Addendum#1 – Section 6 A. – changed “ten” to “five”)

- A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least **five** percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.
- B. **Performance and Payment Bonds.** If applicable, the successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.
- C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED THIS 16th DAY OF January, 2014

VILLAGE OF GRAYSLAKE
By: Michael J. Ellis,
Village Manager

VILLAGE OF GRAYSLAKE
CONTRACT FOR
2014 ROAD RESURFACING PROGRAM
GENERAL INSTRUCTIONS TO BIDDERS

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VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

PROPOSAL

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

E. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in 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

PROPOSAL

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.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or 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.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

PROPOSAL

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

PROPOSAL

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, 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. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, 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 the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. **Disqualification of Bidders**

A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all

PROPOSAL

Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. **Closing of Contract**

A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. **Failure to Close**

A. **Annulment of Award; Liquidated Damages.** The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. **Subsequent Awards.** Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

VILLAGE OF GRAYSLAKE
CONTRACT FOR
2014 ROAD RESURFACING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder J.A. JOHNSON PAVING CO ("Bidder")

Principal Office Address 1025 E. ADDISON COURT, ARLINGTON HEIGHTS, IL 60005

Local Office Address _____

Contact Person MICHAEL R. TARPEY Telephone 847-439-2025

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

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 set of documents, including Addenda Nos. ONE which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

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 included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the 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 Work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things

PROPOSAL

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 or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the 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:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	Drainage and Utility Structures To Be Adjusted	Each	16	\$ 525.00	\$ 8400.00
2	Catch Basins and Utility Structures To Be Reconstructed	Each	10	\$ 1000.00	\$ 10000.00
3	Manholes To Be Adjusted With External Chimney Seal	Each	12	\$ 800.00	\$ 9600.00
4	Hot-Mix Asphalt Surface Removal – Butt Joint	Sq. Yd.	805	\$ 3.00	\$ 2415.00
5	Hot-Mix Asphalt Surface Removal – 3"	Sq. Yd.	37,322	\$ 3.00	\$ 111966.00
6	Agg. Base Prep. 1" +/-	Sq. Yd.	37,322	\$ 0.65	\$ 24259.30
7	Agg. Base Crse. Remove and Replace	Cu Yd.	1,521	\$ 25.00	\$ 38025.00
8	HMA Surface Removal - Variable Depth (Special)	Sq. Yd.	12,250	\$ 1.85	\$ 22662.50
9	HMA Surface Removal and Replacement - 3"	Sq. Yd.	1,490	\$ 2.00	\$ 2980.00
10	Class D Patches - Type I	Sq. Yd.	0	\$ 100.00	\$ 0.00
11	Class D Patches - Type II	Sq. Yd.	259	\$ 43.00	\$ 11137.00
12	Class D Patches - Type III	Sq. Yd.	271	\$ 43.00	\$ 11653.00
13	Class D Patches - Type IV	Sq. Yd.	255	\$ 43.00	\$ 10965.00
14	Mixture For Cracks, Joints, and Flangeways	Ton	12	\$ 350.00	\$ 4200.00
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.	18,457	\$ 1.40	\$ 25839.80
16	Bituminous Materials (Prime Coat)	Gallon	5,650	\$ 0.01	\$ 56.50
17	Aggregate (Prime Coat)	Ton	260	\$ 1.00	\$ 260.00
18	Leveling Binder (Machine Method) N50	Ton	861	\$ 79.00	\$ 68019.00
19	Hot-Mix Asphalt Binder Course, N50 2.5"		5,810	\$ 70.00	\$ 406700.00
20	Hot-Mix Asphalt Surface Course, Mix. C, N50 1.5"	Ton	4,983	\$ 71.00	\$ 353793.00
21	Hot-Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.	500	\$ 25.00	\$ 12500.00
22	Sidewalk Removal	Sq. Ft.	2,615	\$ 1.50	\$ 3922.50

23	PCC Sidewalk, 5"	Sq. Ft.	2,615	\$ 5.00	\$ 13075.00
24	Detectable Warnings	Sq. Ft.	84	\$ 35.00	\$ 2940.00
25	Combination Concrete Curb & Gutter Removal and Replacement	Feet	716	\$ 29.00	\$ 20764.00
26	Parkway Restoration	Sq. Yd.	229	\$ 15.50	\$ 3549.50
27	Thermoplastic Pavement Marking - Line, 4"	Feet	1,565	\$ 1.50	\$ 2347.50
28	Thermoplastic Pavement Marking - Line, 6"	Feet	0	\$ 4.00	\$ 0.00
29	Thermoplastic Pavement Marking - Line, 12"	Feet	172	\$ 4.50	\$ 774.00
30	Thermoplastic Pavement Marking - Line, 24"	Feet	201	\$ 9.00	\$ 1809.00
31	Thermoplastic Pavement Marking - Letters & Symbols	Sq. Feet	79	\$ 5.00	\$ 395.00
32	Raised Reflective Pavement Marker Removal	Each	0	\$ 50.00	\$ 0.00
33	Raised Reflective Pavement Marker	Each	0	\$ 300.00	\$ 0.00
34	Mobilization	Lsum	1	\$ 67000.00	\$ 67000.00
35	Traffic Control and Protection	Lsum	1	\$ 57400.00	\$ 57400.00
36	Additional Street Sweeping	Each	20	\$ 350.00	\$ 7000.00
37	Aggregate Shoulder Wedge	Ton	453	\$ 45.00	\$ 20385.00

TOTAL CONTRACT PRICE:

One Million Three Hundred
Thirty Six Thousand Seven
Hundred Ninety Two
(in writing) Dollars

and Sixty Cents
(in writing)

1,336,792 Dollars
(in figures)

and 60 Cents
(in figures)

BASIS FOR DETERMINING PRICES

D.

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner'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 (if applicable) 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 the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of 5% BID BOND dollars (\$ _____), which is equal to at least five percent (5%) 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, 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 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

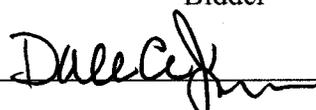
DATED this 31ST day of JANUARY, 20 14.

Attest/Witness:

J.A. JOHNSON PAVING CO

Bidder

By: 

By: 

Title: MICHAEL R. TARPEY, SECRETARY

Title: DALE A. JOHNSON, PRESIDENT

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

DALE A. JOHNSON ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of ILLINOIS, that is qualified to do business in the State of Illinois, and that is operating under the legal name of J.A. JOHNSON PAVING CO.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>DALE A. JOHNSON</u>	<u>1025 E. ADDISON COURT, ARLINGTON HEIGHTS, IL</u>
Vice President	<u>NONE</u>	<u>_____</u>
Secretary	<u>MICHAEL R. TARPEY</u>	<u>1025 E. ADDISON COURT, ARLINGTON HEIGHTS, IL</u>
Treasurer	<u>MICHAEL R. TARPEY</u>	<u>1025 E. ADDISON COURT, ARLINGTON HEIGHTS, IL</u>

ACKNOWLEDGEMENT

2. **Partnership**

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

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 31ST day of JANUARY, 2014.

Attest/Witness:

J.A. JOHNSON PAVING CO CORP
Bidder

By: *Michael Tarpey*
Title: MICHAEL R. TARPEY, SECRETARY

By: *Dale Johnson*
Title: DALE A. JOHNSON, PRESIDENT

Subscribed and Sworn to
before me this 31st day
of JANUARY, 2014.

My Commission Expires: 4-26-17

Patricia A. Vicere
Notary Public



[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

DALE A. JOHNSON ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. Nature of Business

State the nature of Bidder's business: ASPHALT PAVING

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>5</u> % Federal	<u>80</u> % As Contractor	<u>50</u> % Bidder's Forces
<u>75</u> % Other Public	<u>20</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>20</u> % Private		<u>30</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 60 years

ACKNOWLEDGEMENT

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>
NOT APPLICABLE		

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
IDOT	CERTIFICATE OF ELIGIBILITY	3020	4/30/14

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	SEE ATTACHED		
Owner Address			
Reference			
Telephone Number			
Type of Work			

J.A. JOHNSON PAVING COMPANY

1025 E. ADDISON COURT
ARLINGTON HEIGHTS, ILLINOIS 60005

PHONE: 847-439-2025

FAX: 847-439-2084

2013 References: Public Works

Village of Oak Brook Christopher Burke Engineering 9575 W Higgins Rd, Ste 600 Rosemont, IL 60018 847-823-0550/Orion Galey	Job: 2012 Paving Project Contract: \$1,844,086.00 For: Street Resurfacing
Village of Glendale Heights Christopher Burke Engineering 9575 W Higgins Rd, Ste 600 Rosemont, IL 60018 847-823-0550/Vince Wrobelleski	Job: 2012 Pavement Program – Various Streets Contract: \$1,554,527.00 For: Street Resurfacing
Lake County Division of Trans. 600 W. Winchester Road Libertyville, IL 60048 Mr. Randy DeRue 847-377-7400	Job: 2012 HMA Patching Various Streets Contract: \$1,095,919.00 For: Patching
Illinois Department of Trans. 201 W. Center Court Schaumburg, IL 60196 847-705-4000 Mr. Dan Novak	Job: Northern Cook County Various Locations Contract: \$1,354,174.00 For: Patching
Illinois Department of Trans 201 W. Center Court Schaumburg, IL 60196 847-705-4000 Mr. Jared Hamm	Job: West Lake County Various Streets Patch Contract: \$1,865,829.00 For: Patching
Village of Roselle 474 Congress Circle Roselle, IL 60172 630-671-2363 Mr. Jorge Jorda	Job: Larson Lane Resurface Contract: \$274,397.00 For: Street Resurface



**Illinois Department
of Transportation**

Certificate of Eligibility

J. A. Johnson Paving Company
1025 East Addison Court Arlington Heights, IL 60005

Contractor No 3020

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

001	EARTHWORK	\$2,050,000
003	HMA PLANT MIX	\$35,400,000
012	DRAINAGE	\$75,000
017	CONCRETE CONSTRUCTION	\$100,000
032	COLD MILL, PLAN. & ROTOMILL	\$6,975,000
08A	AGGREGATE BASES & SURF. (A)	\$2,075,000

\$53,150,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/1/2013 TO 4/30/2014 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 5/1/2013.

Muel H. Jensen

Acting Engineer of Construction



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 1-31-14
(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**.

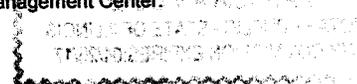
	1	2	3	4	5	
Contract Number	NA (PALATINE)	CON 63717 (IDOT)	NA		NA	
Contract With	GLENBROOK	PIRTANO	FRANKLIN PARK			
Estimated Completion Date	6/14	6/14	6/14			
Total Contract Price	97,000.00	373,000.00	517,000.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			89,000.00	0.00	0.00	89,000.00
Uncompleted Dollar Value if Firm is the Subcontractor	97,000.00	373,000.00				470,000.00
Total Value of All Work						559,000.00

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						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix		360,000.00	75,000.00			435,000.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		13,000.00	4,000.00			17,000.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) - patching	97,000.00		10,000.00			107,000.00
RAILROAD INSURANCE						0.00
						0.00
Totals	97,000.00	373,000.00	89,000.00	0.00	0.00	559,000.00

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.



Part III. Work Subcontracted to Others

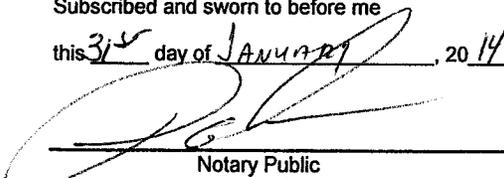
For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor			GALLAGHER		
Type of Work			HEAT/SCARIFY		
Subcontract Price			125,000.00		
Amount Uncompleted			0.00		
Subcontractor			DEVINCI		
Type of Work			SEWER		
Subcontract Price			14,000.00		
Amount Uncompleted			0.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 31st day of JANUARY, 2014.


 Notary Public

Type or Print Name DALE A. JOHNSON, PRESIDENT
 Officer or Director Title

Signed 

My commission expires: 4-26-17

Company J.A. JOHNSON PAVING CO
 Address 1025 E. ADDISON COURT
ARLINGTON HEGHTS, IL 60005

(Notary Seal)



ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this 31ST day of JANUARY, 2014.

Attest/Witness: J.A. JOHNSON PAVING CO
Bidder

By: *Michael R. Tarpey*
Title: MICHAEL R. TARPEY, SECRETARY

By: *DALE A. JOHNSON*
Title: DALE A. JOHNSON, PRESIDENT

Subscribed and Sworn to
before me this 31ST day
of JANUARY, 2014.

My Commission Expires: 4-26-14

Patricia A. Vicere
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**



January 20, 2014

Village of Grayslake / 2014 Road Resurfacing Program

RE: J.A. Johnson Paving Co., Inc.

To Whom it may concern:

Assurance Agency, Ltd. is the binding agent of insurance for J.A. Johnson Paving Co., Inc. Their policies are compliant with the specifications set forth for this job.

We have read the requirements set forth in the contract and attest to all provisions. The Certificate of Insurance can be obtained upon award of any future request of service.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Linda Luebking
Senior Client Service Representative
lluebking@assuranceagency.com
847-463-7832



January 16, 2014

Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030

**Re: J.A. Johnson Paving Company
2014 Road Resurfacing Program**

To Whom It May Concern,

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to J.A. Johnson Paving Company. Zurich/F&D is rated "A+" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$300 million.

If J.A. Johnson Paving Company is awarded a contract for the project mentioned above and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between J.A. Johnson Paving Company and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland



Joseph Halleran
Attorney-In-Fact
Fidelity and Deposit Company of Maryland

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donna M. TYLER, Hina AZAM, Karen E. BOGARD, Donna WRIGHT, William REIDINGER, Matthew V. BUOL, Joseph HALLERAN and Rebecca R. ALVES**, all of Schaumburg, Illinois, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of February, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Eric D. Barnes
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 26th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of January, 2014.



Geoffrey Delisio

Geoffrey Delisio, Vice President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J. A. Johnson Paving Company
1025 E. Addison Court
Arlington Heights, IL 60005

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196-1056
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

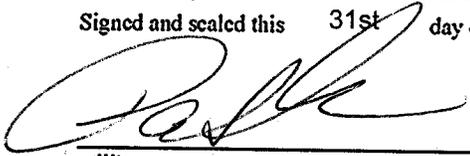
2014 ROAD RESURFACING PROGRAM

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

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

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

Signed and sealed this 31st day of January, 2014



(Witness)

J. A. Johnson Paving Company

(Principal) (Seal)

By: 

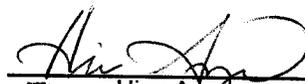
(Title) President

Fidelity and Deposit Company of Maryland

(Surety) (Seal)

By: 

(Title) Joseph Halleran Attorney-in-Fact



(Witness) Hina Azam

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donna M. TYLER, Hina AZAM, Karen E. BOGARD, Donna WRIGHT, William REIDINGER, Matthew V. BUOL, Joseph HALLERAN and Rebecca R. ALVES**, all of Schaumburg, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of February, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 26th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of January, 2014.



Geoffrey Delisio

Geoffrey Delisio, Vice President

Dick Rossi

From: Brett Kryska <bkryska@villageofgrayslake.com>
Sent: Tuesday, January 21, 2014 10:16 AM
Subject: Vill. of Grayslake Road Resurfacing Addendum
Attachments: Addendum #1 (1-21-14).pdf

Hello:

Please see the attached addendum to the Invitation for Bidders Proposals in the road resurfacing bid packet for Grayslake regarding the bid bond requirement. The requirement is five percent of the bidder's proposal (instead of ten percent). We apologize for any confusion this may have caused. This addendum will also be posted in the bid section on our website.

Thank you,

Brett

Brett L. Kryska
Administrative Services
& Contracting Manager
Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030
847/223-8515
847/223-4821 fax

only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 11:00 a.m., local time, January 31, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

(Addendum#1 – Section 6 A. – changed “ten” to “five”)

- A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least **five** percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.
- B. **Performance and Payment Bonds.** If applicable, the successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.
- C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED THIS 16th DAY OF January, 2014

VILLAGE OF GRAYSLAKE
By: Michael J. Ellis,
Village Manager

INVITATION FOR BIDDER'S PROPOSALS
(Addendum#1 Section 6 A. Bid Security – changed “ten” to “five”)

OWNER: Village of Grayslake
10 South Seymour
Grayslake, Illinois 60030

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

2014 ROAD RESURFACING PROGRAM

The works shall be performed at the following Work Site:

VILLAGE OF GRAYSLAKE

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be downloaded from www.villageofgrayslake.com at no cost or purchased at the office of Owner upon payment of **\$25.00** per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional **\$30.00** per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so

INCL ADDN #1

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Grayslake
10 South Seymour
Grayslake, Illinois 60030

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2014 ROAD RESURFACING PROGRAM

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VILLAGE OF GRAYSLAKE

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5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 11:00 a.m., local time, January 31, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance and Payment Bonds.** If applicable, the successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED THIS 16th DAY OF January, 2014

VILLAGE OF GRAYSLAKE
By: Michael J. Ellis,
Village Manager

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

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VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

PROPOSAL

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

E. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in 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

PROPOSAL

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.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or 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.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

PROPOSAL

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

PROPOSAL

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, 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. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, 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 the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. **Disqualification of Bidders**

A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all

PROPOSAL

Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. **Closing of Contract**

A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. **Failure to Close**

A. **Annulment of Award; Liquidated Damages.** The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. **Subsequent Awards.** Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

INVITATION FOR BIDDER'S PROPOSALS
(Addendum#1 Section 6 A. Bid Security – changed “ten” to “five”)

OWNER: Village of Grayslake
10 South Seymour
Grayslake, Illinois 60030

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

2014 ROAD RESURFACING PROGRAM

The works shall be performed at the following Work Site:

VILLAGE OF GRAYSLAKE

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be downloaded from www.villageofgrayslake.com at no cost or purchased at the office of Owner upon payment of \$25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$30.00 per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so

only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 11:00 a.m., local time, January 31, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

(Addendum#1 – Section 6 A. – changed “ten” to “five”)

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least **five** percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance and Payment Bonds.** If applicable, the successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED THIS 16th DAY OF January, 2014

VILLAGE OF GRAYSLAKE
By: Michael J. Ellis,
Village Manager

PROPOSAL

**VILLAGE OF GRAYSLAKE
CONTRACT FOR**

2014 ROAD RESURFACING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder CURRAN CONTRACTING COMPANY ("Bidder")

Principal Office Address 286 MEMORIAL CT., CRYSTAL LAKE, IL

Local Office Address 286 MEMORIAL CT., CRYSTAL LAKE, IL

Contact Person CARL BOLANDER Telephone 815-455-5100

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

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 set of documents, including Addenda Nos. 1 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

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 included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the 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 Work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things

PROPOSAL

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 or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the 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:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	Drainage and Utility Structures To Be Adjusted	Each	16	\$ 450.00	\$ 7200.00
2	Catch Basins and Utility Structures To Be Reconstructed	Each	10	\$ 1195.00	\$ 11950.00
3	Manholes To Be Adjusted With External Chimney Seal	Each	12	\$ 775.00	\$ 9300.00
4	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq. Yd.	805	\$ 12.00	\$ 9660.00
5	Hot-Mix Asphalt Surface Removal - 3"	Sq. Yd.	37,322	\$ 3.30	\$ 123,462.60
6	Agg. Base Prep. 1" +/-	Sq. Yd.	37,322	\$ 1.75	\$ 65313.50
7	Agg. Base Crsc. Remove and Replace	Cu Yd.	1,521	\$ 45.00	\$ 68445.00
8	HMA Surface Removal - Variable Depth (Special)	Sq. Yd.	12,250	\$ 3.00	\$ 36750.00
9	HMA Surface Removal and Replacement - 3"	Sq. Yd.	1,490	\$ 26.25	\$ 39112.50
10	Class D Patches - Type I	Sq. Yd.	0	\$ 85.00	\$ -0 -
11	Class D Patches - Type II	Sq. Yd.	259	\$ 60.00	\$ 15540.00
12	Class D Patches - Type III	Sq. Yd.	271	\$ 55.00	\$ 14905.00
13	Class D Patches - Type IV	Sq. Yd.	255	\$ 55.00	\$ 14025.00
14	Mixture For Cracks, Joints, and Flangeways	Ton	12	\$ 250.00	\$ 3000.00
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.	18,457	\$ 1.50	\$ 27685.50
16	Bituminous Materials (Prime Coat)	Gallon	5,650	\$ 3.30	\$ 18645.00
17	Aggregate (Prime Coat)	Ton	260	\$ 2.50	\$ 650.00
18	Leveling Binder (Machine Method) N50	Ton	861	\$ 67.75	\$ 58332.75
19	Hot-Mix Asphalt Binder Course, N50 2.5"		5,810	\$ 61.00	\$ 354410.00
20	Hot-Mix Asphalt Surface Course, Mix. C, N50 1.5"	Ton	4,983	\$ 66.00	\$ 328878.00
21	Hot-Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.	500	\$ 47.50	\$ 23750.00
22	Sidewalk Removal	Sq. Ft.	2,615	\$ 1.50	\$ 3922.50

23	PCC Sidewalk, 5"	Sq. Ft.	2,615	\$ 4.20	\$ 10983.00
24	Detectable Warnings	Sq. Ft.	84	\$ 35.00	\$ 2940.00
25	Combination Concrete Curb & Gutter Removal and Replacement	Sq. Ft.	716	\$ 30.15	\$ 21587.40
26	Parkway Restoration	Sq. Yd.	229	\$ 10.00	\$ 2290.00
27	Thermoplastic Pavement Marking - Line, 4"	Feet	1,565	\$ 1.45	\$ 2269.25
28	Thermoplastic Pavement Marking - Line, 6"	Feet	0	\$ 4.35	\$ - 0 -
29	Thermoplastic Pavement Marking - Line, 12"	Feet	172	\$ 4.35	\$ 748.20
30	Thermoplastic Pavement Marking - Line, 24"	Feet	201	\$ 8.70	\$ 1748.70
31	Thermoplastic Pavement Marking - Letters & Symbols	Sq. Feet	79	\$ 5.00	\$ 395.00
32	Raised Reflective Pavement Marker Removal	Each	0	\$ 100.00	\$ - 0 -
33	Raised Reflective Pavement Marker	Each	0	\$ 4500.00	\$ - 0 -
34	Mobilization	Lsum	1	\$ 45000.00	\$ 45000.00
35	Traffic Control and Protection	Lsum	1	\$ 9500.00	\$ 9500.00
36	Additional Street Sweeping	Each	20	\$ 590.00	\$ 11800.00
37	Aggregate Shoulder Wedge	Ton	453	\$ 35.00	\$ 15855.00

TOTAL CONTRACT PRICE:

ONE MILLION THREE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY THREE AND 90/100

_____ Dollars
(in writing)

and _____ Cents
(in writing)

1,359,753 Dollars
(in figures)

and 90 Cents
(in figures)

\$ 1,359,753.90

BASIS FOR DETERMINING PRICES

D.

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner'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 (if applicable) 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 the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a ~~Cashier's Check, Certified Check,~~ or Bid Bond for the sum of _____ dollars (\$ _____), which is equal to at least five percent (5%) 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, 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 13 of the General Instructions to Bidders.

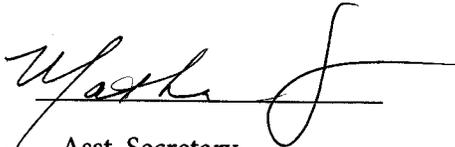
10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

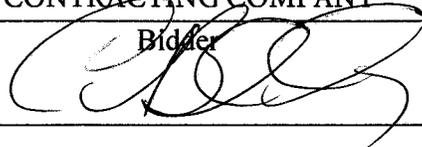
DATED this 31st day of January, 2014.

Attest/Witness:

CURRAN CONTRACTING COMPANY

By: 

Title: Asst. Secretary

By: 

Title: Vice President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Curran Contracting Company

286 Memorial Court, Crystal Lake, IL 60014

as Principal, hereinafter called the Principal, and Continental Casualty Company

333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Grayslake

10 S. Seymour Ave, Grayslake, IL 60030

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

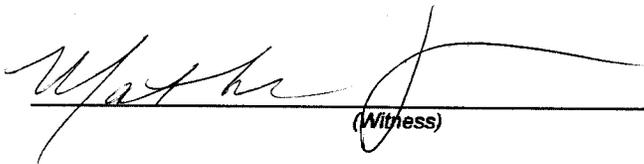
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Village of Grayslake 2014 Road Resurfacing Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of January, 2014


(Witness)

Curran Contracting Company

(Principal)

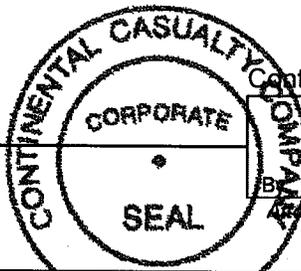
(Seal)

By:

Carl Bolander,

Vice President (Title)


(Witness)



Continental Casualty Company

(Surety)

(Seal)

By:



Attorney-in-Fact

Susan K. Landreth

(Title)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Susan K. Landreth , Individually

of Chicago, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: Bid Bond
Principal: Curran Contracting Company
Obligee: Village of Grayslake

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of May, 2012.

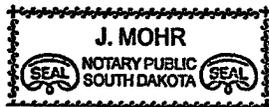


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of May, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J. Mohr
Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 31st day of January, 2014.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Carl Bolander ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Curran Contracting Company.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Rick Noe</u>	<u>286 Memorial Ct, Crystal Lake, IL</u>
Vice President	<u>Carl Bolander</u>	<u>286 Memorial Ct, Crystal Lake, IL</u>
Secretary	<u>Cathy Curan</u>	<u>286 Memorial Ct, Crystal Lake, IL</u>
Treasurer	<u>Todd Gierke</u>	<u>286 Memorial Ct, Crystal Lake, IL</u>

ACKNOWLEDGEMENT

2. **Partnership**

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

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 31st day of January, 20 14.

Attest/Witness:

CURRAN CONTRACTING COMPANY

By: [Signature]
Title: Asst. Secretary

[Signature] Bidder
By: _____
Title: Vice President

Subscribed and Sworn to before me this 31st day of January, 2014.

My Commission Expires: 8/30/15

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

THE STATE OF
KENTUCKY
County Public Health Officer
for Commission Expires 03/31/18

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE

CONTRACT FOR

2014 ROAD RESURFACING PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Carl Bolander ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: HMA & Roadway Construction

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u> 25 </u> % Federal	<u> 65 </u> % As Contractor	<u> 70 </u> % Bidder's Forces
<u> 60 </u> % Other Public	<u> 35 </u> % As Subcontractor	<u> 20 </u> % Subcontractors
<u> 15 </u> % Private		<u> 10 </u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 36+ years

ACKNOWLEDGEMENT

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>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
IDOT Prequalification		1305	4/30/2014
_____	_____	_____	_____

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	_____	_____	_____
	Vlg of Northbrook	Vlg of Vernon Hills	LCDOT
Owner Address	_____	_____	_____
	Northbrook, IL	Vernon Hills, IL	Lake County, IL
Reference	_____	_____	_____
	Jim Huff	Dave Brown	Glen Petco
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	Road Reconstruction	Road Reconstruction	Road Reconstruction
	_____	_____	_____

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>Curran Contracting</u>	<u>Curran Contracting</u>	<u>Curran Contracting</u>
Amount of Contract	<u>2.4 million</u>	<u>1.2 million</u>	<u>6.8 million</u>
Date Completed	<u>9/30/13</u>	<u>6/30/13</u>	<u>In progress (est. comp. 6/2014)</u>

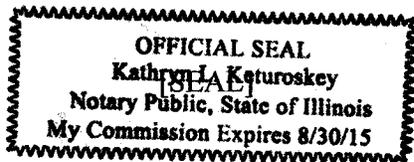
DATED this 31st day of January, 2014

Attest/Witness: CURRAN CONTRACTING COMPANY
 Bidder
 By: [Signature] Title: Vice President
 By: [Signature] Title: Asst. Secretary

Subscribed and Sworn to before me this 31st day of January, 2014.

My Commission Expires: 8/30/15

[Signature]
 Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
 FOR SIGNATURE REQUIREMENT**

1950
Karl L. ...
New York Public Library
Astor Lenox Tilden
Library

CONTRACT

**CONTRACT BETWEEN
VILLAGE OF GRAYSLAKE**

AND

[NAME OF SUCCESSFUL BIDDER]

FOR

2014 ROAD RESRUFACING PROGRAM

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CONTRACTOR'S CERTIFICATION

- ATTACHMENT A Supplemental Schedule of Contract Terms
- ATTACHMENT B Bidder's Price Proposal
- ATTACHMENT C Specifications (if applicable)
- ATTACHMENT D Certifications of Insurance Coverage
- PERFORMANCE BOND (if applicable see Attachment A)
- LABOR AND MATERIAL PAYMENT BOND (if applicable see Attachment A)

CONTRACT

CONTRACT BETWEEN

VILLAGE OF GRAYSLAKE

AND

[NAME OF SUCCESSFUL BIDDER]

FOR

2014 ROAD RESURFACING PROGRAM

In consideration of the mutual promises set forth below, the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, a municipal corporation ("Owner"), and **[NAME AND ADDRESS OF SUCCESSFUL BIDDER]**, an **[FORM OF ORGANIZATION]** ("Contractor"), make this Contract as of the ____ day of _____, 20__ [**CLOSING DATE**], and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, 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 to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, 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, including, without limitation, arranging for utility and other services needed for the

CONTRACT

Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing 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, with only new, undamaged and first quality equipment, materials, and supplies.

7. Engineer's Interpretation. 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.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. 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 and Contractor.

CONTRACT

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner 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 Owner's sole opinion, to permit Owner 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. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. 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 that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

CONTRACT

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

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

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.

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

CONTRACT

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.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Contractor's Certification.

Contractor certifies that 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.

1.9 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work and all component parts of the Work, within such time or times as may be set forth in this Contract.

1.10 Safety at the Work Site

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 and to prevent injury to persons and damage to property.

CONTRACT

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.11 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.

1.12 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 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, 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 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 whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Owner, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.13 Administration of the Work

Contractor shall have full and sole responsibility for administration of the Work. Contractor's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Contractor shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the

CONTRACT

Work within the designated construction area limits of the Work Site and out of areas not designated for Contractor's use. On all other lands, Contractor shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Contractor to remove from the Work Site any of Contractor's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

1.14 Subcontractors and Suppliers

Approval and Use of Subcontractors and Suppliers. 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.

C. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

D. Subcontractors and Suppliers. Contractor shall be responsible for all Subcontractors and Suppliers and shall supervise and control all Subcontractors and Suppliers. All of Contractor's agreements with Subcontractors and Suppliers shall be subject to the applicable terms and conditions of this Contract. 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.

1.15 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by

CONTRACT

Contractor. 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 afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.16 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. 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 protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.17 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

CONTRACT

ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase of fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, 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. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

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 or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

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C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Length of Warranty; Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this 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. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever a subcontractor or supplier is required to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 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 of this Contract, Contractor neglects to make, or 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.

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ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

- A. Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and, if requested by the Village, policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required certificates and policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however the Work may not begin until such certificates and policies are submitted. Such certificates and policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A-minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty (30) days after Bidder receives such notice from the Village. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

B. Additional Coverages. The insurance coverages and limits required by Attachment A 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 Attachment A or on Contractor's liability for losses and damages under this Contract.

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Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this contract. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss

C. Subcontractor Insurance. Unless otherwise provided in the Special Provisions of Contract or unless otherwise approved by Owner, 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 insurance coverages equal to those of Contractor by this Section.

D. Required Coverages. Contractor shall, prior to and at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to the Contract, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless Owner, the Work, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A.

E. Additional Insured Endorsement. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's 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. The provision of insurance as required by this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

4.4 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

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damaged Work, and Contractor shall restore the Work immediately. Failure of Contractor to comply with this Contractor shall entitle Owner to perform, or to have performed, all Work necessary for compliance with this Contractor and to withhold or recover from Contractor the cost of such Work.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment B, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes 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. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than thirty (30) days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Overtime Engineering Costs. Owner shall have the right to charge Contractor for engineering and inspection services in connection with any Overtime Work. Such charge shall be equal to the total cost incurred by Engineer for the number of Engineer's personnel reasonably required to be present during such Overtime Work. If the amount due

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Contractor is not sufficient to cover such charge, Contractor shall reimburse Owner upon demand.

D. Certified Payroll Records. Contractor shall submit to Owner, on a monthly basis, the certified payroll records required by Section 5 of the Prevailing Wage Act, as amended. 820 ILCS 130/5.

E. 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.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than sixty (60) days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to Contract.

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5.5 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 lien against the Work or the public funds held by Owner exists 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, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request;

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(9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing 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; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two (2) business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand,

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then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of 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 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

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5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

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ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract 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 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is 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 neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

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7.4 Assignment

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 approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval 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. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

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7.8 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: Michael J. Ellis

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

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.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be

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required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

To the extent that the Prevailing Wage Act applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in 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.

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

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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.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid 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.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

CONTRACT

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

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 or require Owner to issue any license or permit to Contractor or any subcontractor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

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

(SEAL)

Attest/Witness:

VILLAGE OF GRAYSLAKE

By: _____

By: _____
Michael J. Ellis

Title: _____

Title: Village Manager

Attest/Witness:

[NAME OF SUCCESSFUL BIDDER]

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made 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 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 tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; 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 _____, 20__.

Attest/Witness:

[NAME OF SUCCESSFUL BIDDER]

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: **CONTRACTOR NAME AND ADDRESS**, as Principal, hereinafter called Contractor, and

_____, organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of Grayslake, c/o Village Hall, 10 S. Seymour, Grayslake, Illinois, 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 \$**CONTRACT PRICE**, 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 **CONTRACT DATE** with Owner entitled "**2014 ROAD RESURFACING PROGRAM**" (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 **2014 ROAD RESURFACING PROGRAM**; (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 Attachment A of the Contract; (3) to procure and furnish all bonds, 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.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said

PERFORMANCE BOND

Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____, 20__.

Attest/Witness:	PRINCIPAL:	COMPANY NAME
By: _____	By: _____	
Title: _____	Title: _____	

Attest/Witness:	SURETY:	SURETY NAME
By: _____	By: _____	
Title: _____	Title: _____	

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: **CONTRACTOR NAME AND ADDRESS**, as Principal, hereinafter called Contractor, and

_____, organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of Grayslake, c/o Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois, 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 \$**CONTRACT PRICE**, 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 **CONTRACT DATE**, with Owner entitled "**2014 ROAD RESURFACING PROGRAM**" (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 replacement of the **2014 ROAD RESURFACING PROGRAM**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract; (3) to procure and furnish all Bonds and all 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 the 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 or 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.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the

LABOR AND MATERIAL PAYMENT BOND

furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 20__.

Attest/Witness:

PRINCIPAL:

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY:

By: _____

By: _____

Title: _____

Title: _____

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: 2014 ROAD RESURFACING PROGRAM
- II. Work Site: See attached 2014 Road Resurfacing map.
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: August 8, 2014
- VI. Insurance Limit Requirements (coverage limits shall be the same as below or higher if stipulated in Attachment C):

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:

\$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements including the completion of Attachment D (Certifications of Insurance Coverage).

X. Contract Bonds Required:

Yes

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE PROCEED TO THE FOLLOWING PAGE(S)

SPECIAL PROVISIONS (ATTACHMENT C)

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2012 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

CONTRACTUAL REQUIREMENTS:

This Special Provision describes specific requirements singular to the Work under consideration, and sets forth the final contractual intents to the matter involved

PROJECT TITLE:

2014 Road Resurfacing Program

TIME OF COMPLETION:

It is understood that the Contractor shall have 45 calendar days to complete the work upon start of construction. Once construction has begun, it is also understood that the Contractor will make every effort to continue the work until such time that the Village considers it completed. In no case shall the work be completed after August 8, 2014.

LIQUIDATED DAMAGES:

Should the contractor fail to complete the work within the time stipulated or within such extended time as may have been allowed, the contractor shall be liable to the Village in the amount of \$1,000.00 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

BASIS OF AWARD:

Only one bidder will be awarded this contract. The Village will award the contract on the basis of the lowest responsible total bid.

DEFINITIONS:

- a. **Bid Bond:** Used interchangeably with the term Proposal Guaranty.

- b. Engineer: The Village of Grayslake, Lake County, Illinois
- c. Owner: The Village of Grayslake, Lake County, Illinois
- d. Performance Guaranty: Used interchangeably with the term Contract Bond.

BIDDING REQUIREMENTS AND CONDITIONS:

a. **Contractor Prequalification**

All contractors and subcontractors in evidence of their competence to perform the work in accordance with Check Sheet LRS6 shall furnish a certified or photostatic copy of an IDOT Certificate of Eligibility precedent to issuance of proposal documents.

b. **Delivery of Proposals**

Proposals transmitted electronically by fax or other similar means will not be accepted.

c. **Interpretation of Bid Documents**

Bidders' questions on the intent or meaning of the documents found within the bid Package shall be in writing submitted to Village of Grayslake Engineering Department. The Village of Grayslake Engineering Department will respond in writing with the question and response submitted to all Bidders as an addendum and made publicly available for inspection at the Village Hall. **Questions received less than five (5) days prior to date for opening of Bids may not be answered.** Owner reserves the right to make clarifications, corrections, or changes in this Notice to Bidders at any time prior to the time proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

d. **Inspection of Site**

The Contractor's attention is drawn to the requirements of Check Sheet LRS6 "Examination of Plans, Specifications, Special Provisions, and Site of Work" of the Supplemental Specifications and Recurring Special Provisions concerning inspection of the site.

AWARD AND EXECUTION OF CONTRACT:

a. **Requirement of Contract Bond**

The successful bidder at the time of the execution of the contract shall deposit with the Village a surety bond to insure that all work is completed, all materials are paid for, and all contractors' employees and subcontractors wages are paid in accordance with the prevailing wage rates. The amount of the bond shall be the entire amount of the Contract.

In the event of contractor default, all administrative, engineering, attorneys, and other professional fees incurred by the Village will also be covered by the bond.

b. Execution of the Contract

The Contract shall be executed with contract bonds and insurance certificates provided within fifteen (15) calendar days after receipt of the Notice of Award of the Contract. Failure on the part of the successful bidder to provide said material within the time stipulated could void the Award with resultant forfeiture of the Proposal Guaranty.

c. Contract Award

The contract will be awarded to the lowest responsible Bidder upon approval of the Village of Grayslake Board of Trustees.

SCOPE OF THE WORK:

a. Site Cleanup

It is understood that cleanup of the project site is a critical element of the Work. It is required that this cleanup will be performed by the Contractor on a daily basis without directives being received from the Village and/or the Engineer. At no time will the contractor allow debris or broken material to remain on the street overnight. This work shall be considered incidental to the Contract.

b. Change Orders

All change orders shall be in writing, stating clearly the specific nature of the change, showing the associated adjustment in the Contract Price.

c. Disputes

The venue for any dispute under this contract, which is to be litigated, shall be a court of competent jurisdiction in the County where the work is performed.

CONTROL OF WORK:

a. Cooperation with Utilities

The Contractor shall contact the various companies to conduct a separate investigation to determine the existence, nature, and location of all utility lines and individual service connections within the improvement.

The Contractor will cooperate with the Utility Companies involved in connection with the removal, temporary relocation, reconstruction and abandonment of any and all services and facilities owned or operated by them within the limits of the improvement.

No extra compensation will be allowed by the Contractor for any expense incurred by complying with these requirements or because of delays, inconvenience, or interruptions in his work resulting from the failure of the Village or any other utility company to remove, reconstruct, or abandon their services if required.

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (800-892-0123) and the Village of Grayslake forty-eight (48) hours before commencing construction.

CONTROL OF MATERIALS:

- a. The material used in the work shall conform to source of supply and quality requirements contained in Section 106 of the Standard Specifications.
- b. **Quality of Materials**

It is the intent of the Specifications, unless explicitly exempted, that new materials shall be incorporated into the work.

- c. **Material Certifications**

All materials provided by suppliers shall require certified statements that such materials have been inspected and tested and conform with the Specifications. Materials certifications for the MFT Section shall be on IDOT BLR forms. Payment will be withheld for failure to comply with these requirements.

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC:

- a. **Insurance**

The Contractor's comprehensive general liability insurance required by Article 107.27 of the Standard Specifications shall include as additional insured the Municipality, the Engineer, and Engineer's Consultants, and all of whom shall be listed by name as additional insureds, and include coverage for the respective officers and employees of all such additional insureds, and shall cover the Contractor's indemnity obligations under Article 107.26 of the Standard Specifications.

In addition to the insurance coverages required by Article 107.27 of the Standard Specifications, the Contractor shall also purchase and maintain umbrella liability coverage in an amount not less than \$3,000,000. Such coverage shall include, but not be

limited to, excess coverage for the Worker's Compensation, Comprehensive General and Automobile Liability policies.

In addition to delivering certificates of insurance in accordance with Article 107.27 of the Standard Specifications, the Contractor shall also deliver to the Municipality, with copies to each additional insured, certificates of insurance which the Contractor is required to purchase and maintain in accordance with Article 107.27 prior to the execution of the contract. The Contractor shall also deliver to the Municipality, with copies to each additional insured, copies of all endorsements to the insurance policies as soon as possible, but not later than 30 calendar days after award of the contract by the Municipality. The Contract will not be executed until endorsements to the insurance policies are received.

b. Prevailing Rate of Wages

As required by the Illinois Prevailing Wage Act, all contractors and subcontractors are required to pay the prevailing rate of wages and benefits as specified by the latest Illinois Department of Labor Prevailing Wages for Lake County. The current schedule is included as part of these documents.

At the request of the appropriate agency, all contractors shall make available a list of all employees and all subcontract employee names, occupations, and hourly wages paid to each person performing work for the Village.

c. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) is a civil rights law designed to ensure equal rights to individuals with disabilities in the areas of employment, public services, public accommodations, and telecommunications. The contractor and subcontractor must utilize standards and/or methods that do not discriminate against the disabled.

d. Sexual Harassment

As required by Illinois Public Act 87-1257, captioned "Discriminatory-Sexual Harassment Program", the contractor is required to have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under State law, (iii) a description of sexual harassment, utilizing examples, (iv) the vendor's internal compliant process available through the Department and the Equal Employment Opportunity Commission, (v) directions on how to contact the Department of Human Rights and the Equal Employment Opportunity Commission, and (vi) protection against retaliation as provided by Section 6-101 of the Act. A copy of the policies shall be provided to the Department of Human Rights upon request.

e. Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Village, their officers, agents, employees, and servants against all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract, which may arise in connection with the work to be performed under the Contract.

This Contract is not intended by any of the Provisions of any part of the Contract to create the public or any member thereof a third party beneficiary, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or Provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

f. Protection of Public/Private Property

The Contractor shall protect all existing trees scheduled to remain, shrubs, fences, drain lines, power lines, and other public/private property. Any item that is damaged shall be replaced or repaired to its original condition or better by the Contractor as soon as possible, as directed by the Engineer at no additional cost to the Contract.

g. Concrete Breakers

When removing curb, curb and gutter, pavement, sidewalk, and any other structure, the use of any type of concrete breakers which might damage the underground public or private utilities, will not be permitted. Under no circumstances will the use of a frost ball be allowed.

h. Maintenance of Roadway During Construction

Beginning on the date the Contractor begins work on this project, he shall assume responsibility for the normal maintenance of the existing roadway within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations.

The work involved in maintaining the existing pavement as specified above shall be considered incidental to the Contract. No holes are to be left open in the parkway or pavement over a holiday or weekend commencing at 3:00 p.m. on the day preceding a holiday or weekend.

Clean all permanent roadways used for construction activities by using motorized street sweeper that utilizes vacuum and water to pick up debris twice weekly (mid week and Friday afternoon before 4:00 p.m.) as required and as directed by the Engineer. Twice weekly cleanings will be considered incidental to the contract. Additional cleanings, when directed by the Engineer, will be paid for at the contract unit price for each ADDITIONAL STREET SWEEPING. Each ADDITIONAL STREET SWEEPING will

include one (1) complete cleaning of job site, including furnishing all labor, water, and equipment for cleaning roadways as herein specified.

This work, in addition to the twice weekly cleanings required by the Contract, will be paid for at the contract unit price for each ADDITIONAL STREET SWEEPING.

i. Resident Notifications

The Contractor shall not close any street or driveway without prior notification and consent of the Village and/or Engineer and shall provide at least twenty-four (24) hours notice to the affected residents and businesses. Resident notifications shall be in the form of a letter/door hanger left on the front door of the residence which shall state the nature of the work being performed, anticipated duration of the closure with the Contractors name and phone number. A copy of the notification shall be approved by the Village prior to distribution. In addition, immediately prior to the closure, the Contractor shall knock on the door of the affected residence or business to assure all vehicles have been removed prior to closing the access. Failure to notify residences is considered a traffic control deficiency and the Contractor will be charged an amount as specified in these special provisions. In the event of an emergency, the Contractor shall provide immediate access to closed driveways or streets.

The Contractor shall provide to residents, businesses, and motorists twenty-four (24) hours advance notice of parking restrictions with appropriate signs and/or barricades placed meeting the approval of the Engineer.

j. Protection of Existing Drainage Facilities During Construction

Unless otherwise directed by the Engineer, the existing drainage facilities shall remain in use during the period of construction.

Prior to commencing work, the Contractor, at his own expense, shall determine the exact locations of existing structures, which are within the proposed construction site.

All drainage structures are to be kept free of any debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any accumulation of debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

The Contractor shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the Engineer at the Contractor's own expense.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers or underdrains within the right-of-way, other than those indicated in the Bid Documents, he shall so inform the Engineer. The Contractor shall perform the work necessary to maintain the facilities in service and to protect them from damage during construction.

Any city frames and lids that are being replaced shall remain the property of the Village of Grayslake and shall be delivered to the Village with no additional compensation to that particular pay item.

k. Character of Workmen

It is understood that the Contractor in the performance of the Work represents the Village and shall employ only co-operative, competent, and efficient personnel. The Village reserves the right to have any person employed by the Contractor and subcontractors permanently removed from the job-site if it is deemed that they have not acted in the best interest of the Village.

l. Mailboxes

The Contractor shall remove roadside mailboxes in conflict with the proposed work prior to construction and shall be responsible for protection and safe storage of same. As soon as practical and as directed by the Engineer, the mailboxes shall be reset temporarily. After establishing finished parkway grades, the Contractor shall permanently set mailboxes in their original positions and to their original condition. This work shall be considered incidental to the Contract. If a mailbox is damaged by the Contractors operations during execution of the work, the Contractor shall repair and/or replace within 24 hours.

m. Protection and Restoration of Traffic Signs and Property

All traffic signs within the project limits shall be protected and restored in accordance with Article 107.25 of the Standard Specifications. This item shall also include all street name signs.

Other items to be protected include, but are not limited to, poles not designated for removal, plantings, driveways, fences, and walks that are located near the project limits. These shall likewise be protected restored per Article 107.20. Fences may be removed temporarily where necessary and shall be reset or replaced after construction to the satisfaction of the Engineer. No trees shall be removed without the approval of the Village. Maximum care shall be taken to prevent damage to trees. This work shall be incidental to the Contract.

n. Safety

It is expressly understood that the Contractor is responsible for the means, methods, and techniques in constructing the Work and all job site safety shall be in accordance with OSHA requirements.

o. Conditions of the Work Site

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 Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner or Engineer, or is or has been otherwise made available to Contractor by Owner or Engineer, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing at any particular location, or that contractors working on other projects may not change the conditions indicated at, and in the vicinity of, the Work Site, or that unanticipated conditions may not be present.

The Owner or its Engineer assumes no responsibility for the accuracy of the information provided. The Contractor shall contact the various companies to conduct a separate investigation to determine the existence, nature, and location of all utility lines and individual service connections within the limits of the improvements. The Contractor shall cooperate with the Utility Companies involved in connection with the removal, temporary relocation, reconstruction or abandonment of any and all services and facilities owned or operated by them within the limits of improvement.

p. Compliance with Laws

Contractor certifies that the Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by all applicable federal, state, and local laws, order, rules, and regulations, as they may be modified or amended from time to time. A Contractor's Certification, which is attached to these General Conditions of Contract, must be executed upon execution of the Contract Agreement.

q. Water Use During Construction

The Contractor will not be permitted to use water from residences or fire hydrants at any time. Water to be used for construction can be obtained from the Village of Grayslake Public Works yard at 585 Berry Avenue during normal business hours. The Contractor will be billed for all water at the current rate per thousand gallons obtained.

PROSECUTION AND PROGRESS:

a. Approval of Subcontractors

Any prospective subcontractors shall meet the approval of the Village of Grayslake.

b. Notification of Work

The Contractor shall notify the Village of Grayslake Engineering Department (847-223-8515) at least forty-eight (48) hours prior to the start of construction operations and prior to work shut-downs and resumption of operations.

c. Prosecution of the Work

The Contractor shall begin work as soon as possible (but no later than fifteen (15) calendar days after execution and acceptance of the contract), and shall make every effort, including working Saturdays, and/or long weekday hours not to exceed 7:00 a.m. to 6:00 p.m., if necessary, to meet the deadline. In this case, he shall work these additional days and/or hours at no additional cost to the Village.

d. Progress Schedule

The Contractor shall submit a Bar Graph Progress Schedule for the Engineers approval before the work can be started. This progress schedule shall be delivered to the Village at the pre-construction meeting.

e. Work Suspension

The Engineer shall reserve the right to stop the Contractor from his removal operations at any time if he determines that the replacement is not being done within a reasonable amount of time.

f. Hours of Work

No work will be permitted to start prior to 7:00 a.m. or after 6:00 p.m. on any weekday and prior to 8:30 a.m. or after 6:00 p.m. on Saturday, including the start up of heavy equipment. Sunday and Holiday work is prohibited without prior approval of the Village Board.

g. Disposal of Materials

In accordance with Article 202.03 of the Standard Specifications, pavement, curb, walks, and surplus excavated and/or unsuitable earth materials removed shall be disposed of off-site by the Contractor. The site shall be obtained by the Contractor, no open burning shall be allowed.

h. Stockpiling of Materials

No stockpiling will be allowed at the project site unless approved by the engineer. Unauthorized stockpiling of any materials used in the work may cause the removal of these materials to be accomplished by the Owner at the Contractor's expense.

MEASUREMENT AND PAYMENT:

a. Partial Payments

At least once each month, at the request of the Contractor, the Engineer will make an approximate estimate of the amount of Work performed. The amount of retainage will be 10% until completion of the project. At the discretion of the Village, this retainage amount can be reduced if the Contractor has performed timely and satisfactory work.

b. Interest on Money Due the Contractor

There will be no interest paid to the Contractor for payments by the Village beyond thirty days.

c. Method of Payment

Payment shall be made for only those items listed in the Schedule of Prices on the Proposal Form. All collateral items necessary for construction and not so listed shall be considered incidental items.

d. Measurement for Payment

All removal and replacement items will be marked and measured for payment prior to removal by the Contractor. Any removal beyond these limits will be replaced to the satisfaction of the Engineer with no additional compensation at the Contractor's expense.

e. Request for Payment

Each request for partial or final payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment which is allocable to work performed by each Contractor's subcontractor and by the Contractor and shall be accompanied by:

- 1) all items called for by the other provisions of the Contract;
- 2) proof satisfactory to the Owner of the prices of and of payment for all labor, materials, tools, services, equipment, and construction equipment furnished in connection with the Work performed under the Contract (through the end of the preceding month except in the case of the request for final payment) with respect to which such proof has not previously been furnished;

- 3) Contractor's and Contractor's subcontractors' sworn statements listing each subcontractor that furnished any such labor, material, tools, services, equipment, or construction equipment; and
- 4) starting with the second request for payment, a waiver of lien from the Contractor in the amount of the total requested payment from the previous invoice and from each Contractor's subcontractor in an amount equal to the price of the labor, materials, tools, services, equipment, and construction equipment so furnished.

f. Deductions

Notwithstanding any other provision of this Contract and without prejudice to any of the Owner's other rights or remedies, Owner shall have the right at any time or times, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

- 1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete;
- 2) damage for which Contractor is liable under this Contract;
- 3) state or local sales, use, or excise taxes from which Owner is exempt;
- 4) liens or claims of lien regardless of merit;
- 5) delay in the progress or completion of the Work;
- 6) inability of Contractor to complete the Work;
- 7) reasonable doubt that this Contract can be complete for the balance of the Contract Price then unpaid;
- 8) any other failure of Contractor to perform any of its obligations under this Contract.

Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to above until Contractor shall have either performed the obligation or obligations in questions or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

TRAFFIC CONTROL AND PROTECTION:

Traffic Control shall be in accordance with the applicable sections of the "Standard Specifications", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", these Special Provisions, any special details and Highway Standards contained herein.

Special attention is called to Articles 107.29 and 107.14 of the "Standard Specifications" and the following Highway Standards, Plan Details, and Recurring Special Provisions and additional Special Provisions contained herein, related to traffic control.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. Temporary traffic control devices shall be furnished and maintained as required and shall conform to the applicable portions of Section 701 of the Standard Specifications; Standard 701301-03, 701501-05, 701701-06, 701801-04, and 701901-01.

The Work shall be accomplished such that no holes will be left open, and that the streets will be open to local traffic at the end of each working day. It will also be necessary to provide advance notice to residents, police, fire, school districts, and trash haulers when access to any street will be temporarily closed or limited.

During construction, the Contractor shall provide lighted barricades, flagmen, and other temporary protection where necessary for public safety at all times. The Contractor shall designate one employee as responsible for traffic protection and provide a telephone number to the Municipality and the Engineer where this employee can be reached during non-working hours. Should traffic protection be determined to be inadequate by the Engineer or the Municipality, this employee will be contacted. Upon failure to respond satisfactorily, the Municipality will take the necessary actions to protect the public, and the cost of this work will be deducted from payment to the Contractor.

This Work shall be paid for at the contract unit price lump sum for TRAFFIC CONTROL AND PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, and remove all traffic control devices indicated in the Bid Documents. The salvage value of the materials removed shall be reflected in the bid price for this item.

TRAFFIC CONTROL DEFICIENCY:

The Contractor is expected to comply with the Standard Specifications and these contract Special Provisions concerning traffic control and protection. All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

Failure to comply with the Standard Specifications, and these contract Special Provisions concerning traffic control will result in a charge of \$1,000.00 per day. In addition, if the

Contractor fails to respond, the Municipality may correct the deficiencies and all cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

DRIVEWAY CLOSING:

It will be the Contractor's responsibility to notify residents and the Municipality when access to their driveways will be temporarily closed due to curb and gutter and/or driveway replacement. The Contractor shall distribute notices in accordance subsection "Resident Notifications" of these Special Provisions. Every effort shall be made to accommodate access to these properties (i.e. knock on doors prior to closing driveways). Driveways shall be closed for a maximum of five calendar days unless otherwise approved by the Engineer. Failure to re-open the driveway within the time specified shall be considered a traffic control deficiency.

DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED:

This work shall be done in accordance with Section 602 of the Standard Specifications and shall include the adjustment of all manholes, catch basins, inlets, and water valve vaults.

Basis of Payment. This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED, which price shall include all of the above.

MANHOLES TO BE ADJUSTED WITH EXTERNAL CHIMNEY SEAL:

This work shall be done in accordance with Section 602 of the Standard Specifications. This work shall include the installation of an external chimney seal, CRETEX or equal, on the manhole to be adjusted.

Basis of Payment. This work will be paid for at the contract unit price per each for MANHOLES TO BE ADJUSTED WITH EXTERNAL CHIMNEY SEAL, which price shall include all labor, materials, and equipment to complete the above described work.

HOT-MIX ASPHALT SURFACE REMOVAL -3":

This work shall be done in accordance with Section 440 of the Standard Specifications. This work shall consist of removing and disposing of the existing HMA surface at a suitable off-site location, to the depths and widths shown on the typical sections or as determined by the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL 3".

AGGREGATE BASE PREPERATION 1”+/-:

This work shall be done in accordance with Section 311 of the Standard Specifications. This work shall also include proof rolling the roadway to determine if any areas will require remediation, maintaining all driveway access and maintaining use of the roadway to the motoring public.

Basis of Payment. This work shall be paid for at the contract unit price per square yard for AGGREGATE BASE PREPERATION 1”.

AGGREGATE BASE COURSE REMOVE AND REPLACE:

This work shall consist of the removal and disposal of all unstable or unsuitable materials found in the subgrade and replacement with a course aggregate subbase, as determined and approved by the Engineer.

This work shall be done in accordance with Sections 202 and 311 of the Standard Specifications and measured according to Article 207.04 of the Standard Specifications except as modified herein.

202.03 Removal and Disposal of Surplus, Unstable, and Unsuitable Materials and Organic Waste. Add the following sentence to the end of the first paragraph of this Article:

“The area and depth of subgrade removal shall be determined by the Engineer at the time of construction.”

Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for AGGREGATE BASE COURSE REMOVE AND REPLACE.

HOT-MIX ASPHALT SURFACE REMOVAL -VARIABLE DEPTH (SPECIAL):

This work shall be done in accordance with Section 440 of the Standard Specifications. This work shall consist of removing and disposing of the existing HMA surface at a suitable off-site location, to the depths and widths shown on the typical sections or as determined by the Engineer. This work shall also include HMA surface removal for butt joints. (Including driveway butt joints)

Basis of Payment. This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL VARIABLE DEPTH (SPECIAL).

HOT-MIX ASPHALT SURFACE REMOVAL AND REPLACEMENT-3”:

This work shall be performed in accordance with the applicable portions of Section 406 and 442 of the Standard Specifications and after the work for Hot-Mix Asphalt Surface Removal-Variable Depth (Special) has been completed.

This item consists of the removal of all loose and defective HMA pavement at locations designated by the Engineer to the depth of the existing HMA pavement or a minimum 3 inches. Areas to be removed shall be saw cut full depth and removed per method approved by the engineer. Should the contractor notice a discrepancy in the thickness of pavement of the patch marked, during removal, of more than 1”, it shall be his responsibility to notify the engineer immediately. Replacement shall consist of hot-mix asphalt binder course compacted in place to produce a tight surface conforming to the grade of the adjacent area, in preparation for resurfacing.

Prior to replacement with the hot-mix asphalt binder course, the exposed base course shall be shaped and compacted to the satisfaction of the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL AND REPLACEMENT-3” measured in place which price shall include all labor, equipment, and materials necessary to complete the above described work.

COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT:

This work shall consist of the removal and replacement of existing concrete curb and gutter at the locations shown in the Bid Documents or as determined by the Engineer. The purpose of this work is to replace curb and gutter that is damaged and/or requires replacement to improve the street drainage. The replacement curb and gutter section shall be as shown in the Bid Documents and match that of the existing except where other types are called for. This work shall be done in accordance with Sections 606 and 440 of the Standard Specifications and the concrete shall meet the requirements for Class SI concrete.

Removal of the existing curb and gutter shall be done in such a manner as to prevent damage to the curb and gutter to remain in place. Any saw-cut edges broken off or otherwise damaged, or any curb sections to remain in place that are raised up or pushed down by the removal operation shall be removed and replaced to the satisfaction of the Engineer with no additional compensation to be made to the Contractor. The Contractor should note that the Engineer will measure the curb and gutter as marked for replacement prior to removal of the existing curb. This measurement, as marked, will be the final payment quantity and should be verified by the Contractor prior to removal.

The best available information indicates these streets are constructed with reinforced concrete curb and gutter. No additional compensation will be allowed if the existing concrete curb and

gutter to be removed contains steel reinforcement. Saw cutting shall be incidental to this pay item.

Excavation for and placement of a 4" CA-6 sub-base shall be included in the price of this item.

All new curbs shall be tied in to existing curbs with 2 – No. 4 steel dowel bars, 18" in length, which shall be included in the price of this item.

The contraction and expansion joints shall be in accordance with the latest Standard Detail 606001-02.

Contraction joints shall be provided at uniform intervals not to exceed 15 feet and are to be sealed in accordance with Section 420.10(1) of the Standard Specifications. Construction joints with dowel bars shall be provided at the end of a day's pour. Expansion joints shall be constructed at intervals not to exceed 60 feet. Removal of the existing pavement will be required in order to install a front face form. The area between the edge of the existing pavement and the face of the new gutter shall be cleaned of all loose material and then filled with concrete to the depth of the existing pavement and to a minimum 6-inch width. Driveways removed for forming shall be backfilled with an approved granular material as temporary pavement. Final restoration of driveways shall be of the same type and thickness as the existing material. The cost for overcutting and filling and for all other forming methods as well shall be included in the unit price for this work.

Any driveway aprons or sidewalks which are damaged beyond the limits shown on the typical section and/or removed as a result of this work and were not previously marked for replacement by the Engineer or the Village shall be replaced at the Contractor's expense.

Basis of Payment. This work shall be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, which price shall include all of the above.

PARKWAY RESTORATION:

The purpose of this work is to restore the areas disturbed by construction and/or to provide proper drainage in the parkways. The limit of these areas will be one sod width or 1.5 feet unless otherwise marked by the Engineer.

This work shall include removal of the existing sod within the limits as marked, furnishing and placing topsoil, compacting and grading to maintain positive slope, and sodding the areas. Care should be taken to ensure proper compaction, as the Contractor will be responsible for repair of any areas where settlement occurs.

The topsoil shall be spread to a smooth, compacted, uniform thickness of not less than 3 inches. Topsoil shall be a loamy mixture of black dirt having at least 90 percent passing a No. 10 sieve, and shall be free of large roots, brush, sticks, weeds, stones larger than 0.5 inches in diameter and

any other litter. Topsoil pH shall not be lower than 4.5 nor higher than 8.5 as determined in accordance with ASTM procedures for soil testing.

Sodding shall then be placed in accordance with Section 252 of the Standard Specifications and shall include the application of fertilizer nutrients at a rate of 180 pounds per acre. The nutrients shall consist of Nitrogen (N), available Phosphorus (P_2O_5) and Soluble Potash (K_2O) in the ratio of 5:3:2, respectively. Within 8 hours after the sod has been placed, 5 gallons of water per square yard shall be applied. Thereafter, additional water shall be applied at the rate of 3 gallons per square yard. The number of additional applications shall not exceed 7 during the period of establishment, defined as the period of time between sod placement and when the sod becomes knitted to the soil and growing in place.

The Contractor shall provide subsequent resodding until a satisfactory growth of grass is produced or if settlement occurs.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PARKWAY RESTORATION, which price shall include the above described parkway preparation, topsoil placement as required, fertilizer nutrients, sodding, and watering to complete this work.

**HOT-MIX ASPHALT DRIVEWAY
PAVEMENT REMOVAL AND REPLACEMENT:**

This work shall be performed in accordance with the applicable portions of Section 406 and 440 of the Standard Specifications.

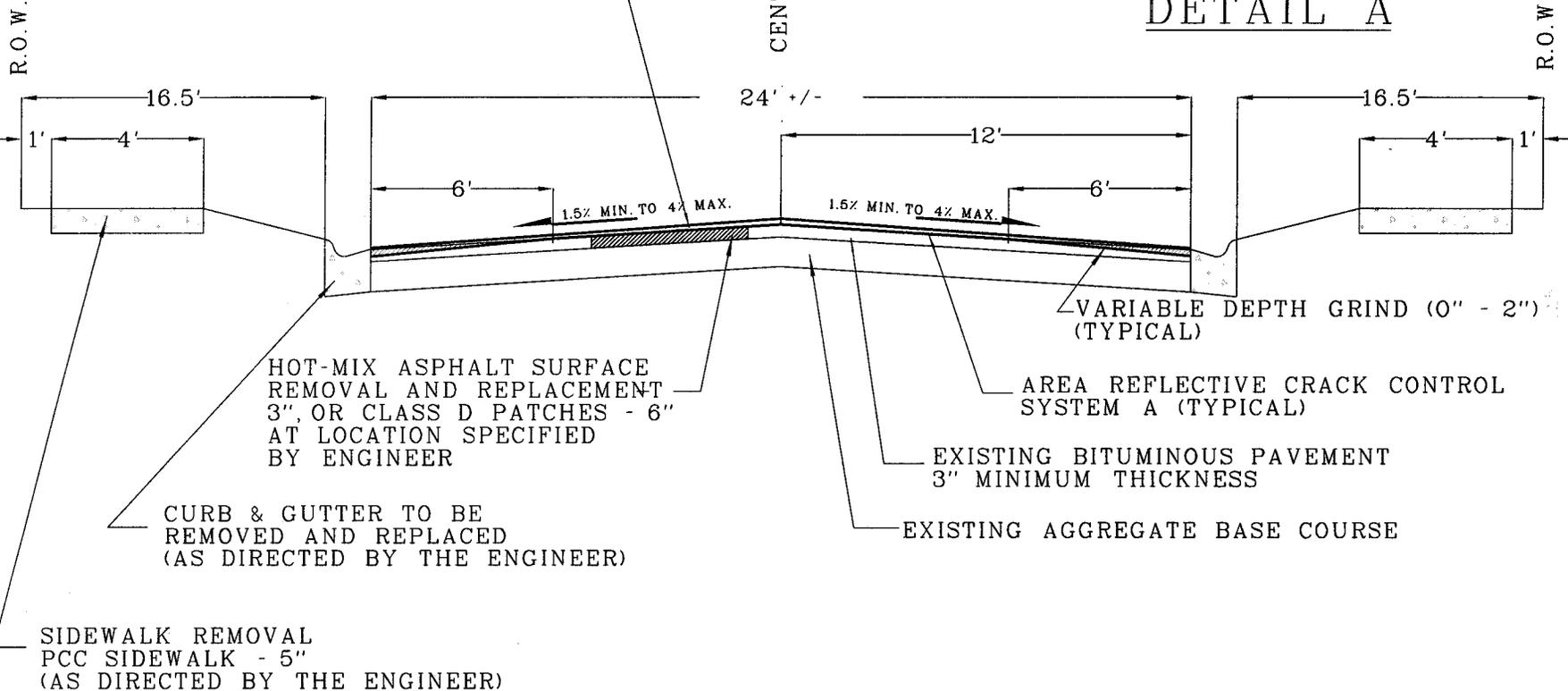
This item consists of the removal and replacement of the existing HMA driveway surface and aggregate base course. Replacement shall be constructed to match the exiting pavement removed for thickness; however, the minimum thickness shall not be less than 3 inches of hot-mix asphalt surface course, Mix. C, N50 and 4 inches of aggregate base course (CA-6). The surface shall conform to the grade of the adjacent area and provide a tight joint with existing. The HMA surface to remain shall be sawcut in a neat, straight line. The saw cut shall be included in the price of the pay item.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT.

1 1/2" PROPOSED HOT-MIX ASPHALT
 SURFACE COURSE, MIX "C", N50
 3/4" +/- LEVELING BINDER (MACHINE METHOD),
 N50

1/4" MIN - 1/2" MAX

DETAIL A



HOT-MIX ASPHALT SURFACE
 REMOVAL AND REPLACEMENT
 3", OR CLASS D PATCHES - 6"
 AT LOCATION SPECIFIED
 BY ENGINEER

CURB & GUTTER TO BE
 REMOVED AND REPLACED
 (AS DIRECTED BY THE ENGINEER)

SIDEWALK REMOVAL
 PCC SIDEWALK - 5"
 (AS DIRECTED BY THE ENGINEER)

AREA REFLECTIVE CRACK CONTROL
 SYSTEM A (TYPICAL)

EXISTING BITUMINOUS PAVEMENT
 3" MINIMUM THICKNESS

EXISTING AGGREGATE BASE COURSE

VARIABLE DEPTH GRIND (0" - 2")
 (TYPICAL)

DRAWN _____

DATE 2/1/12

VILLAGE OF
 GRAYSLAKE



2012

CHECKED _____

SCALE NTS

TYPICAL SECTION

Schedule of Quantities
2014 Road Resurfacing Program
 Village of Grayslake

No.	Item Description	Unit	Jones Point Rd.	Prarie Trail Rd.	Prarie Smoke	Potawatomi Rd.	Portia Rd.	Market St.	Colbee Benion	Levi Baxter St.	Indian Path Rd.	Amos Bennett	Calamus Ln.	Wild Iris Ln.	Jones Pt.	Mitchell Dr.	Bethm Dr.	Switha Dr.	Woodland Dr.	Alleghany Rd.	Steven Cc.	Whitney St.	Total	
	Length To Be Improved	Feet	1,050	2,118	1000	789	1,232	524	923	980	1344	960	800	540	1,050	1,005	1,005	812	1,146	1,132	965	700	19,975	
	Width (Edge to Edge of Pavement)	Feet	28	28	28	20	21	20	21	21	20	20	26	26	24	20	20	18	20	22	24	24	55	482
	Additional Asphalt (Balls, Cut-de-sacs, etc.)	Sq. Ft.	4747	0	8880	1600	4800	0	2400	3600	580	2400	0	0	0	0	0	0	0	0	0	0	0	30,007
	Pavement Area To Be Improved	Sq. Yd.	3,794	6,589	3,429	1931	3,408	1,164	2,420	2,687	3051	2,178	2,311	1,560	2,800	2,233	2,233	1,624	2,547	2,767	2,573	4,277	55,576	
1	Drainage and Utility Structures To Be Adjusted	Each	0	0	1	1	0	0	0	0	0	0	0	0	0	2	1	2	3	2	2	2	2	16
2	Catch Basins To Be Reconstructed	Each	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	10
3	Manholes To Be Adjusted With External Chimney Seal	Each	0	0	0	0	0	0	0	0	0	0	0	0	0	2	3	3	2	2	0	0	0	12
4	HMA Surface Removal - Butt Joint	Sq. Yd.	22	13	0	0	0	12	22	0	7	0	0	0	11	41	108	103	97	144	25	200	0	805
5	HMA Surface Removal 3"	Sq. Yd.	3794	6589	3429	1931	3408	1164	2420	2687	3051	2178	2311	1560	2800	0	0	0	0	0	0	0	0	37,322
6	Agg. Base Prep. 1" +/-	Sq. Yd.	3794	6589	3429	1931	3408	1164	2420	2687	3051	2178	2311	1560	2800	0	0	0	0	0	0	0	0	37,322
7	Agg. Base Crse. Remove and Replace	Cu Yds	186	218	143	186	98	57	205	79	65	34	0	0	250	0	0	0	0	0	0	0	0	1,521
8	HMA Surface Removal- Variable Depth (Special)	Sq. Yd.	0	0	0	0	0	0	0	0	0	0	0	0	0	1800	1800	1450	2050	2100	1800	1250	12,250	
9	HMA Pavement Removal and Replacement: 3"	Sq. Yd.	0	0	0	0	0	0	0	0	0	0	0	0	0	220	220	160	250	270	250	120	1,490	
10	Class D Patching- Type I	Sq. Yd.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	Class D Patching- Type II	Sq. Yd.	0	0	0	0	0	0	0	0	0	0	0	0	0	22	35	57	145	0	0	0	0	259
12	Class D Patching- Type III	Sq. Yd.	0	0	0	0	0	0	0	83	83	0	0	0	0	15	15	25	50	0	0	0	0	271
13	Class D Patching- Type IV	Sq. Yd.	0	0	0	0	0	0	0	0	0	0	0	0	0	40	40	75	100	0	0	0	0	255
14	Mixture For Cracks, Joints and Flangeways	Ton														2	2	1	2	1	2	2	2	12
15	Area Reflective Crack Control Treatment (System A)	Sq. Yd.														2,240	2,240	1,700	2,600	2,800	2,600	4277	18,457	
16	Bituminous Materials (Prime Coat)	Gallon	380	510	350	200	350	120	240	270	300	220	320	160	400	240	240	170	250	270	260	400	400	5,650
17	Aggregate (Prime Coat)	Ton	14	25	17	10	17	6	12	12	15	11	15	8	20	12	12	8	12	14	10	10	10	260
18	Level Binder MM NS0	Ton														105	105	77	121	132	121	200	861	
19	Hot Mix Asphalt Binder Course, NS0 2.5"	Ton	587	1024	530	298	527	191	374	415	495	336	357	241	435	0	0	0	0	0	0	0	0	5,810
20	Hot Mix Asphalt Surface Course, Mm. C, NS0 1.5"	Ton	336	587	304	171	301	110	214	238	284	193	205	139	240	218	217	144	226	245	228	383	4,983	
21	Hot Mix Asphalt Driveway Pavement Removal & Replacement	Sq. Yd.			50									50		125	70	100	55	90				500
22	Sidewalk Removal	Sq. Ft.	0	90	0	210	300	870	60	0	0	150	0	0	0	125	120	600	90	0	0	0	0	2,615
23	PCC Sidewalk, 5"	Sq. Ft.	0	90	0	210	300	870	60	0	0	150	0	0	0	125	120	600	90	0	0	0	0	2,615
24	Detectable Warnings	Sq. Ft.	0	16	0	16	24	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84
25	Combination Concrete Curb & Gutter Removal and Replacement	Feet	58	72	96	48	24	78	63	40	25	58	0	0	0	0	0	0	0	40	54	60	0	716
26	Parkway Restoration	Sq. Yd.	7	15	10	18	20	57	10	5	5	15	0	0	0	0	5	5	5	35	12	5	0	229
27	Thermoplastic Pavement Marking- Line 4"	Feet	500																					1,565
28	Thermoplastic Pavement Marking- Line 6"	Feet																						0
29	Thermoplastic Pavement Marking- Line 12"	Feet	50	56	56	10																		172
30	Thermoplastic Pavement Marking- Line 24"	Feet	12	12	12	10										10	10	20	20	20				201
31	Thermoplastic Pavement Marking- Letters & Symbols	Sq. Ft.	65																					79
32	Raised Reflective Pavement Marker Removal	Each																						0
33	Raised Reflective Pavement Markers	Each																						0
34	Mobilization	Lsum	1																					1
35	Traffic Control and Protection	Lsum	1																					1
36	Additional Street Sweeping	Each	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	20
37	Aggregate Shoulder Wedge	Ton											40	26	130	52	52	40	57	56				453