



JUN 23 2014

June 10, 2014

CONTRACT AGREEMENT

I hereby agree to participate in the 2014 50/50 Sidewalk Replacement Program. I subsequently agree to pay fifty (50) percent of the sidewalk replacement costs, with the other fifty (50) percent paid for by the Village of Grayslake, Illinois. I understand that the total estimated square footage for the replacement is 56 square feet. The estimated total cost for the replacement is \$347.20, of which I am responsible for paying half the replacement amount, approximately \$173.60.

The Village of Grayslake will send an invoice for the balance due to the address listed below. Payment is due within thirty (30) days of the billing date, unless other arrangements have been made.

Brandy Kornit

Brandy Kornit
June 18, 2014

Date

NAME: _____
Brandy Kornit
131 S. Slusser St.
Grayslake, IL 60030

Paid #1526

SIDEWALK LOCATION:
131 S. Slusser St.
Grayslake, IL 60030

PLEASE RETURN THIS FORM TO:
Village of Grayslake
Attn: 50/50 Sidewalk Program
10 S. Seymour Avenue
Grayslake, IL 60030
bkryska@villageofgrayslake.com

Mayor: Robert Taylor
Trustees: Bruce R. Bassett - Jeff Werfel - Amy Edwards - Shawn M. Vogel - Ronald L. Jarvis - Kevin D. Waldenstrom
Village Clerk: Cynthia C. Lee



July 22, 2014

CONTRACT AGREEMENT

I hereby agree to participate in the 2014 50/50 Sidewalk Replacement Program. I subsequently agree to pay fifty (50) percent of the sidewalk replacement costs, with the other fifty (50) percent paid for by the Village of Grayslake, Illinois. I understand that the total estimated square footage for the replacement is **40 square feet**. The estimated total cost for the replacement is \$248.00, of which I am responsible for paying half the replacement amount, approximately **\$124.00**.

The Village of Grayslake will send an invoice for the balance due to the address listed below. Payment is due within thirty (30) days of the billing date, unless other arrangements have been made.



Gor Matic
07-23-2014

Date

Billing Address:

Gor Matic
712 Merrill Ln.
Grayslake, IL 60030

Sidewalk Location:

712 Merrill Ln.
Grayslake, IL 60030

Please return this form to:

Village of Grayslake
Attn: 50/50 Sidewalk Program
10 S. Seymour Avenue
Grayslake, IL 60030
bkryska@villageofgrayslake.com

Mayor: Rhett Taylor
Trustees: Bruce R. Bassett - Jeff Wefel - Amy Edwards - Shawn M. Vogel - Ronald L. Jarvis - Kevin D. Waldenstrom
Village Clerk: Cynthia E. Lee

Ten South Seymour Avenue ~ Grayslake, Illinois 60030 ~ (847) 223-8515 ~ Fax: (847) 223-4821 ~ www.villageofgrayslake.com



July 14, 2014

CONTRACT AGREEMENT

I hereby agree to participate in the 2014 50/50 Sidewalk Replacement Program. I subsequently agree to pay fifty (50) percent of the sidewalk replacement costs, with the other fifty (50) percent paid for by the Village of Grayslake, Illinois. I understand that the total estimated square footage for the replacement is **84 square feet**. The estimated total cost for the replacement is \$520.80, of which I am responsible for paying half the replacement amount, approximately **\$260.40**.

The Village of Grayslake will send an invoice for the balance due to the address listed below. Payment is due within thirty (30) days of the billing date, unless other arrangements have been made.



Agat Oczko-Danguilon

7/14/14

Date

Billing Address:

Agat Oczko-Danguilon
61 S. Seymour
Grayslake, IL 60030

Sidewalk Location:

61 S. Seymour
Grayslake, IL 60030

Please return this form to:

Village of Grayslake
Attn: 50/50 Sidewalk Program
10 S. Seymour Avenue
Grayslake, IL 60030
bkryska@villageofgrayslake.com

Mayor: Rhett Taylor
Trustees: Bruce R. Bassett - Jeff Werfel - Amy Edwards - Shawn M. Vogel - Ronald L. Jarvis - Kevin D. Waldenstrom
Village Clerk: Cynthia E. Lee

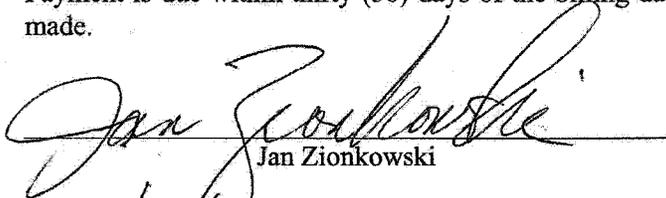


May 16, 2014

CONTRACT AGREEMENT

I hereby agree to participate in the 2014 50/50 Sidewalk Replacement Program. I subsequently agree to pay fifty (50) percent of the sidewalk replacement costs, with the other fifty (50) percent paid for by the Village of Grayslake, Illinois. I understand that the total estimated square footage for the replacement is **66 square feet**. The estimated total cost for the replacement is \$409.20, of which I am responsible for paying half the replacement amount, approximately **\$204.60**.

The Village of Grayslake will send an invoice for the balance due to the address listed below. Payment is due within thirty (30) days of the billing date, unless other arrangements have been made.



Jan Zionkowski

6/3/14

Date

Billing Address:

Jan Zionkowski
829 Langley
Grayslake, IL 60030

Sidewalk Location:

829 Langley
Grayslake, IL 60030

Please return this form to:

Village of Grayslake
Attn: 50/50 Sidewalk Program
10 S. Seymour Avenue
Grayslake, IL 60030

Mayor: Rhett Taylor
Trustees: Bruce R. Bassett ~ Jeff Werfel ~ Amy Edwards ~ Shawn M. Vogel ~ Ronald L. Jarvis ~ Kevin O. Waldenstrom
Village Clerk: Cynthia E. Lee

Ten South Seymour Avenue ~ Grayslake, Illinois 60030 ~ (847) 223-8515 ~ Fax: (847) 223-4821 ~ www.villageofgrayslake.com

MAY 23 2014



May 22, 2014

CONTRACT AGREEMENT

I hereby agree to participate in the 2014 50/50 Sidewalk Replacement Program. I subsequently agree to pay fifty (50) percent of the sidewalk replacement costs, with the other fifty (50) percent paid for by the Village of Grayslake, Illinois. I understand that the total estimated square footage for the replacement is **60 square feet**. The estimated total cost for the replacement is \$372.00, of which I am responsible for paying half the replacement amount, approximately **\$186.00**.

The Village of Grayslake will send an invoice for the balance due to the address listed below. Payment is due within thirty (30) days of the billing date, unless other arrangements have been made.

Linda Healan

Linda Healan

5/22/2014

Date

Billing Address:

Linda Healan
1043 Talbot Ln.
Grayslake, IL 60030

Sidewalk Location:

1043 Talbot Ln.
Grayslake, IL 60030

Please return this form to:

Village of Grayslake
Attn: 50/50 Sidewalk Program
10 S. Seymour Avenue
Grayslake, IL 60030
bkryska@villageofgrayslake.com

Mayor: Rhett Taylor
Trustees: Bruce R. Bassett ~ Jeff Werfel ~ Amy Edwards ~ Shawn M. Vogel ~ Ronald L. Jarvis ~ Kevin D. Waldenstrom
Village Clerk: Cynthia E. Lee

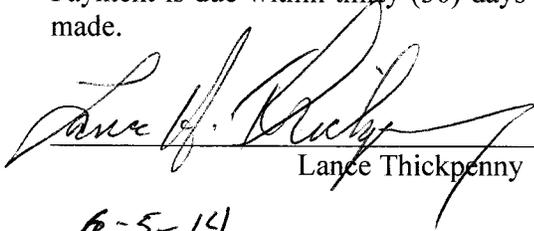


May 23, 2014

CONTRACT AGREEMENT

I hereby agree to participate in the 2014 50/50 Sidewalk Replacement Program. I subsequently agree to pay fifty (50) percent of the sidewalk replacement costs, with the other fifty (50) percent paid for by the Village of Grayslake, Illinois. I understand that the total estimated square footage for the replacement is **60 square feet**. The estimated total cost for the replacement is \$372.00, of which I am responsible for paying half the replacement amount, approximately **\$186.00**.

The Village of Grayslake will send an invoice for the balance due to the address listed below. Payment is due within thirty (30) days of the billing date, unless other arrangements have been made.



Lance Thickpenny

6-5-14

Date

Billing Address:
Lance Thickpenny
358 S. Slusser St.
Grayslake, IL 60030

Sidewalk Location:
358 S. Slusser St.
Grayslake, IL 60030

*PLEASE STAY OFF
APPROACH*

Please return this form to:
Village of Grayslake
Attn: 50/50 Sidewalk Program
10 S. Seymour Avenue
Grayslake, IL 60030
bkryska@villageofgrayslake.com

*Mayor: Rhett Taylor
Trustees: Bruce R. Bassett ~ Jeff Werfel ~ Amy Edwards ~ Shawn M. Vogel ~ Ronald L. Jarvis ~ Kevin D. Waldenstrom
Village Clerk: Cynthia E. Lee*



June 16, 2014

CONTRACT AGREEMENT

I hereby agree to participate in the 2014 50/50 Sidewalk Replacement Program. I subsequently agree to pay fifty (50) percent of the sidewalk replacement costs, with the other fifty (50) percent paid for by the Village of Grayslake, Illinois. I understand that the total estimated square footage for the replacement is **78 square feet**. The estimated total cost for the replacement is \$483.60, of which I am responsible for paying half the replacement amount, approximately **\$241.80**.

The Village of Grayslake will send an invoice for the balance due to the address listed below. Payment is due within thirty (30) days of the billing date, unless other arrangements have been made.

Shyam Kurup

Date

Billing Address:

Shyam Kurup
251 Park Drive
Grayslake, IL 60030

Sidewalk Location:

251 Park Drive
Grayslake, IL 60030

Please return this form to:

Village of Grayslake
Attn: 50/50 Sidewalk Program
10 S. Seymour Avenue
Grayslake, IL 60030
bkryska@villageofgrayslake.com

Mayor: Rhett Taylor
Trustees: Bruce R. Bassett ~ Jeff Weisfel ~ Amy Edwards ~ Shawn M. Vogel ~ Ronald L. Jarvis ~ Kevin D. Waldenstrom
Village Clerk: Cynthia E. Lee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2014

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 Columbian Agency 1005 Laraway Road New Lenox IL 60451 | CONTACT NAME: Michelle Haskell, CISR PHONE (A/C. No., Ext): 815-215-4705 E-MAIL ADDRESS: mhaskell@columbianagency.com | FAX (A/C, No): 815-215-4745 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED RAICO-2 Mondi Construction Inc. 390 E. Devon Ave. Ste101 Roselle IL 60172 | INSURER A: Westfield Ins Co NAIC # 24112 | |
| | INSURER B: NORGUARD INS CO NAIC # 31470 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 93063040 **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y | | TRA1146932 | 5/19/2014 | 5/19/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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 \$ |
| A | 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 | Y | | TRA1146932 | 5/19/2014 | 5/19/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | TRA1146932 | 5/19/2014 | 5/19/2015 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | 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 | RAWC598020 | 5/19/2014 | 5/19/2015 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 2014 Curb & Sidewalk Program.
The Village of Grayslake is an additional insured on the G/L & Auto policies if required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| Village of Grayslake Ten South Seymour Avenue Grayslake IL 60030 | 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  |
|--|---|

CONTRACT BETWEEN
VILLAGE OF GRAYSLAKE
AND
MONDI CONSTRUCTION INC.
FOR
2014 CURB & SIDEWALK PROGRAM

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CONTRACTOR'S CERTIFICATION

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|--|---|
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CONTRACT BETWEEN
VILLAGE OF GRAYSLAKE
AND
MONDI CONSTRUCTION INC.
FOR
2014 CURB & SIDEWALK 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 *Mondi Construction, 1827 Blackhawk, West Chicago, IL 60185, an Illinois Corporation* ("Contractor"), make this Contract as of the 28th 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.

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.

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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.

CONTRACT

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.

CONTRACT

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:

Mondi Construction Inc
1827 Blackhawk Dr
West Chicago, IL 60185

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

CONTRACT

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

CONTRACT

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:

Attest/Witness:

By:

Title:

VILLAGE OF GRAYSLAKE

By:

Title: Village Manager

[NAME OF SUCCESSFUL BIDDER]

By:

Title:



UBK

[Handwritten signature of Michael J. Ellis]

Michael J. Ellis

[Handwritten signature]

Deputy Village Clerk

[Handwritten signature]

Secretary

[Handwritten signature]
Mondi Construction Inc

president

STATE OF ILLINOIS)
)
COUNTY OF DuPage) SS

CONTRACTOR'S CERTIFICATION

Mondi Construction Inc, 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 27th day of March, 2014.

Attest/Witness:

Mondi Construction Inc.
[NAME OF SUCCESSFUL BIDDER]

By: [Signature]

By: [Signature]

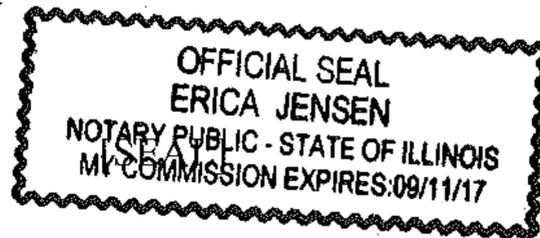
Title: Estimator

Title: President

Subscribed and Sworn to before me this 28th day of March, 2014.

My Commission Expires: 09/11/2017

[Signature]
Notary Public



**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Removal and replacement of curb & sidewalk.
- II. Work Site: Various locations in the Village of Grayslake.
- 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 13, 2014
- VI. Insurance Limit Requirements

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:

\$2,000,000 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).

IX. Per Diem Administrative Charge:

- A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

X. Contract Bonds Required:

Yes

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE PROCEED TO THE FOLLOWING PAGE(S)

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. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|----------|-------------------------------|------|----------|------------|---------------------------|
| 1 | PCC Curb & Gutter Replacement | LF | 2,224 | \$ 25.50 | \$ 56,712. ⁰⁰ |
| 2 | PCC Sidewalk Replacement 4" | SF | 21,875 | \$ 6.20 | \$ 135,625. ⁰⁰ |
| 3 | PCC Sidewalk Replacement 6" | SF | 2,100 | \$ 8.50 | \$ 17,850. ⁰⁰ |
| 4 | ADA Panels | EA | 9 | \$ 225.00 | \$ 2,025. ⁰⁰ |
| 5 | Detectable Warnings | SF | 226 | \$ 27.50 | \$ 6,215. ⁰⁰ |

\$ 218,427.⁰⁰

TOTAL CONTRACT PRICE:

Two Hundred Eighteen Thousand Four Hundred Twenty Seven dollars
(in writing)

and $\frac{00}{100}$ Cents
(in writing)

\$ 218,427 Dollars
(in figures)

and $\frac{00}{100}$ Cents
(in figures)

D. BASIS FOR DETERMINING PRICES

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 estimates only, the Municipalities reserve 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.

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**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT C**

SPECIAL PROVISIONS

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.

The term “Municipalities” refers to the Village of Grayslake, Village of Cary, Village of Fox River Grove, Village of Lindenhurst, Village of Lake Villa, Village of Lake Zurich, Village of Libertyville, Village of Mundelein, and Village of Round Lake Beach.

AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

CONTRACT TIME

Contractor shall complete the Work no later than August 18, 2014.

OTHER SPECIAL PROVISIONS

1. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
2. The Contractor shall notify the Municipalities at least forty-eight (48) hours prior to the commencement of work. Limits of construction will be delineated by a municipal representative.
3. The Contractor may remove mailboxes if they interfere with the operations. Upon completion of the work or when requested by the municipal representative, the Contractor

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shall replace all mailboxes at his expense and the mailboxes shall be in as good or better condition as when they were removed.

4. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the policy of insurance shall also include the Municipalities as an additional insured.
5. All material (PCC) must be approved by the State of Illinois and certified inspection tickets shall be furnished to the municipal representative.
6. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.

TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the municipal representative and in accordance with applicable parts of Article 107.14 and 107.15 of the Standard Specifications.

Special attention is called to Articles 107.09, 107.14, and 107.18 of the Standard Specifications and the following:

- a) Highway Standards; 701501-05, 701801-04, 701901-01
- b) Supplemental Specifications and Recurring Special Provisions Adopted January 1, 2012, or latest addition, and
- c) other special provisions relating to traffic control

The cost of any material, labor or equipment necessary for traffic control and protection to comply with the above shall be considered as incidental to the cost of the project.

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LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for replacing various sections of PCC Sidewalk and PCC Curb & Gutter throughout the Municipalities at locations determined by the municipal representative. Only sections of sidewalk and curb and gutter that are clearly marked at each location and listed on the replacement list or map shall be removed and replaced and accounted for in the Schedule of Prices. The Contractor is **not** guaranteed the total annual quantity as listed in the Schedule of Prices under the items of PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6", PCC CURB & GUTTER REPLACEMENT, ADA PANELS, and DETECTABLE WARNINGS (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for any disturbances to nearby or adjacent residential and municipal property. In the event of a disturbance during the replacement of a specified section of sidewalk and/or curb and gutter the contractor must restore the damaged property back to as good or better condition than original and to the approval of the municipal representative.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the excavations. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

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ATTACHMENT C**

KEEPING STREET OPEN TO TRAFFIC

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of Sidewalk and/or Curb & Gutter at any private driveway the homeowner must be notified **twenty-four (24) hours** in advance of the repair. When both Sidewalk and Curb & Gutter repairs are required through the same driveway, these two items shall be replaced simultaneously to minimize disruption to the homeowner. The length of the driveway closure shall not exceed **ninety-six (96) hours** unless agreed to by the Village Representative and homeowner.

AGGREGATE BASE REPAIR

This work shall be constructed in accordance with the applicable articles of Section 301 and 311, except Articles 301.04 and 301.05 shall not apply, of the Standard Specifications and the detail(s) included herein. This work shall include the excavation and removal of any unsuitable material as designated by the municipal representative following the removal of existing Sidewalk and/or Curb & Gutter. The excavated area shall then be backfilled with new crushed stone (CA-6) to the lines and grades of the existing aggregate subbase or as directed by the municipal representative. The aggregate shall be placed in lifts not to exceed 8" and each layer shall be compacted to the satisfaction of the municipal representative.

This work **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6" and PCC CURB & GUTTER REPLACEMENT respectively.

PCC SIDEWALK REMOVAL AND REPLACEMENT 4"

This work shall consist of the removal, disposal, and replacement of existing sidewalk and the construction of new sidewalk in accordance with Sections 440 and 424 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the

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ATTACHMENT C**

municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4". If

the Contractor removes or damages the existing sidewalk outside the limits designated by the

municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 4".

The thickness of the new sidewalk shall be 4" (inches) or equal to the thickness of the existing sidewalk whichever is greater. However, if the section of sidewalk that is being replaced is within the limits of a driveway, the thickness of the new Sidewalk shall be minimum of 6" (inches) or equal to the thickness of the existing sidewalk whichever is greater.

This work shall be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC SIDEWALK REMOVAL AND REPLACEMENT 6":

This work shall be done in accordance with Sections 202, 205, 301, 351, 424 and 440 of the Standard Specifications. This work shall include removal of the existing sidewalk, removal of any tree roots, and subgrade if necessary to allow for placement of a minimum 4-inch thickness of CA-6 crushed stone or crushed gravel on a compacted subgrade and installation of Portland Cement Concrete sidewalk to a minimum thickness of 6-inches.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 6". If

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ATTACHMENT C

the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 6".

If the sidewalk is constructed through a driveway the minimum thickness shall be 6-inches. Sidewalk construction across driveways will be saw cut on both sides adjacent to the driveway to reduce the possibility of damage to the driveway. Any damage done to the driveway will be saw cut and squared off and repaired with like materials and thickness and such repair will be considered incidental to the sidewalk removal replacement 6".

The cost for overcutting and filling, saw cutting, driveway removal and replacement, shall be considered as included in the cost of the pay item.

This work will be paid for at the contract unit prices per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC CURB & GUTTER REPLACEMENT

This work shall consist of the removal, disposal, and replacement of existing damaged Curb & Gutter, or required for the construction of handicap ramps. The construction of new Curb & Gutter system is in accordance with Sections 440 and 606 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC CURB & GUTTER REPLACEMENT. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the municipal

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT C

representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground adjacent to the Curb & Gutter, which is removed or disturbed during the removal operations, shall be restored to its original condition and to the satisfaction of the municipal representative after the new curb and gutter has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC CURB & GUTTER REPLACEMENT.

This work will be paid for at the contract unit price per LINEAR FOOT as PCC CURB & GUTTER REPLACEMENT. Which price includes all labor, material, and equipment necessary to remove and replace the Curb & Gutter as specified herein.

ADA PANELS

The Contractor shall provide and install brick red, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the municipal representative. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type *MetaPanels TM, manufactured by Metadome*, by: *Pioneer Supply* - (262) 560-1720. Any ramp panel substitutions must be submitted in writing to the municipal representative.

Basis of Payment: This work will be paid for at the contract unit price per EACH for ADA PANELS, which price includes all labor, material, and equipment necessary for the installation of ADA panels as specified herein.

DETECTABLE WARNINGS

The work under this item shall consist of furnishing and placing a detectable warning surface at those locations designated by the municipal representative as sidewalk ramps accessible to the disabled.

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT C**

The detectable warning surface shall be: Pre-fabricated panel, as manufactured by Armor-Cast, or owner-approved equal. The detectable warning shall comply with the Illinois Accessibility Code (IAC), and shall be red in color.

Basis of Payment: This work will be paid for at the Contract Unit Price per SQUARE FOOT for DETECTABLE WARNINGS.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per LINEAR FOOT for CURB & GUTTER

REPLACEMENT, SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", EACH for ADA REPLACEMENT, and SQUARE FOOT for DETECTABLE WARNINGS as specified in the Schedule of Prices.

SCHEDULE OF QUANTITIES (Next Page)

The table below represents estimated quantities provided by the Municipalities. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT C

| Item Description | Unit | Grayslake | Cary | Fox River Grove | Lindenhurst | Lake Villa | Lake Zurich | Libertyville | Mundelein | Round Lake Beach |
|---|------|-----------|-------|-----------------|-------------|------------|-------------|--------------|-----------|------------------|
| PCC CURB & GUTTER REPLACEMENT | LF | 100 | 100 | 40 | 134 | 250 | 630 | 20 | 750 | 200 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 4" | SF | 1,200 | 6,000 | 2,500 | 400 | 1,575 | 3,700 | 4,000 | 1,000 | 1,500 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 6" | SF | 0 | 300 | 100 | 200 | 0 | 400 | 1,000 | 0 | 100 |
| ADA PANELS | EA | 0 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| DETECTABLE WARNINGS | SF | 0 | 0 | 0 | 0 | 16 | 100 | 60 | 0 | 50 |

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 3rd day of April, 2014.

Attest/Witness:

By: [Signature]
Title: Secretary

PRINCIPAL: COMPANY NAME
Mondi Construction, Inc.

By: [Signature]
Title: President

Attest/Witness:

By: [Signature]
Title: Witness

SURETY: SURETY NAME
State Automobile Mutual Insurance Company

By: [Signature]
Title: Attorney-in-fact
Kevin J. Scanlon

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

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 3rd day of April, 2014.

Attest/Witness:

By: [Signature]
Title: Secretary

Attest/Witness:

By: [Signature]
Title: Witness

PRINCIPAL: Mondri Construction, Inc.

By: [Signature]
Title: President

SURETY: State Automobile Mutual Insurance Company

By: [Signature]
Kevin J. Scanlon
Title: Attorney-in-fact

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

STATE OF Illinois

ss.:

COUNTY OF Will

On this 3rd day of April 2014, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of State Automobile Mutual Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) 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 he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety
Company
Acknowledgment



Sue Bottomley

(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 06/30/2014

CERTIFIED COPY

THIS DOCUMENT MAY NOT BE REPRODUCED ORIGINAL PRINTED ON YELLOW PATTERN PAPER
POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Kevin J. Scanlon, Sherry Bacskai of Montevideo and State of Minnesota EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **Two Million Five Hundred Thousand (\$2,500,000.00) Dollars in amount**.....

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of May, 2007



STATE AUTOMOBILE MUTUAL INSURANCE COMPANY,

By: *Paul E. Nordman*
Paul E. Nordman, Ass't. Vice President

By: *William D. Hansen*
William D. Hansen, Ass't. Vice President

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 3rd day of April, 2014.

Attest/Witness:
By: [Signature]
Title: Secretary

PRINCIPAL: COMPANY NAME
Mondi Construction, Inc.
By: [Signature]
Title: president

Attest/Witness:
By: [Signature]
Title: Witness

SURETY: SURETY NAME
State Automobile Mutual Insurance Company
By: [Signature]
Kevin J. Scanlon
Title: Attorney-in-fact

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

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 3rd day of April, 2014.

Attest/Witness:

By: *Guadalupe Jensen*

Title: Secretary

Attest/Witness:

By: *Riy Colli*

Title: Witness

PRINCIPAL: Mondri Construction, Inc.

By: *Nor...*

Title: president

SURETY: State Automobile Mutual Insurance Company

By: *KJS*

Kevin J. Scanlon

Title: Attorney-in-fact

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

STATE OF Illinois

SS.:

COUNTY OF Will

On this 3rd day of April 2014, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of State Automobile Mutual Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) 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 he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety
Company
Acknowledgment



Sue Bottomley

(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 06/30/2014

CERTIFIED COPY

THIS DOCUMENT MAY NOT BE REPRODUCED ORIGINAL PRINTED ON YELLOW PATTERN PAPER POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Kevin J. Scanlon, Sherry Bacskai of Montevideo and State of Minnesota

EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **Two Million Five Hundred Thousand (\$2,500,000.00) Dollars in amount**.....

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of May, 2007



STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: *Paul E. Nordman*
Paul E. Nordman, Ass't. Vice President

By: *William D. Hansen*
William D. Hansen, Ass't. Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS
INCLUDING COMPLETED OPERATIONS**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions;
 2. The acts or omissions of those acting on your behalf;
- in the performance of:
- a. your ongoing operations for the additional insured; or
 - b. “Your work” for the additional insured and included in the “products – completed operations hazard”.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to “bodily injury,” “property damage” and “personal and advertising injury” arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
- C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS
INCLUDING COMPLETED OPERATIONS**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions;
 2. The acts or omissions of those acting on your behalf;
- in the performance of:
- a. your ongoing operations for the additional insured; or
 - b. "Your work" for the additional insured and included in the "products – completed operations hazard".
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
- C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E.** All other terms and conditions of this policy remain unchanged.

**LEGAL NOTICE /
PUBLIC NOTICE
VILLAGE OF
GRAYSLAKE
BID NOTICE**

The Municipalities of Grayslake, Cary, Fox River Grove, Lindenhurst, Lake Villa, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly soliciting sealed bids from construction contractors for the following project:
2014 Curb & Sidewalk Program

Sealed bids for this contract must be received before 2:00 p.m. on March 4, 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 specifications, may be downloaded at www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve 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.

Published in Daily Herald
Feb. 20, 2014 (4365782)

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 February 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 *Laurel Baitz*
Authorized Agent

Control # 4365782

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

The Municipalities of Grayslake, Cary, Fox River Grove, Lindenhurst, Lake Villa, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly soliciting sealed bids from construction contractors for the following project:

2014 Curb & Sidewalk Program

Sealed bids for this contract must be received before 2:00 p.m. on March 4, 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 specifications, may be downloaded at www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve 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.

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

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INVITATION FOR BIDDER'S PROPOSALS

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly seeking bids for the 2014 Curb & Sidewalk Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

1. **Invitation to Bid**

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

Removal and replacement of curb and sidewalk including installation of detectable warnings and ADA panels.

The work shall be performed at the following Work Sites:

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Highland Park, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach.

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;

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.

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 **2:00 P.M.**, local time, **MARCH 4, 2014** at Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030, 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 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.** 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, the Municipalities, 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 per the requirements of each bidder which are included in the bid documents upon award of the Contract.

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CONTRACT FOR

2014 CURB & SIDEWALK 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.

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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.

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

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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.

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

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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.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore 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.

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- (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.

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.

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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

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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 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

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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.

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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.

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BIDDER'S PROPOSAL

Full Name of Bidder Mondi Construction Inc ("Bidder")
Principal Office Address 1827 Blackhawk Dr West Chicago, IL 60185
Local Office Address 1827 Blackhawk Dr West Chicago IL 60185
Contact Person Nick Raimondi Telephone (630) 562-2245

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. NONE 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

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 A; (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 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. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|----------|-------------------------------|------|----------|------------|---------------------------|
| 1 | PCC Curb & Gutter Replacement | LF | 2,224 | \$ 25.50 | \$ 56,712. ⁰⁰ |
| 2 | PCC Sidewalk Replacement 4" | SF | 21,875 | \$ 6.20 | \$ 135,625. ⁰⁰ |
| 3 | PCC Sidewalk Replacement 6" | SF | 2,100 | \$ 8.50 | \$ 17,850. ⁰⁰ |
| 4 | ADA Panels | EA | 9 | \$ 225.00 | \$ 2,025. ⁰⁰ |
| 5 | Detectable Warnings | SF | 226 | \$ 27.50 | \$ 6,215. ⁰⁰ |

\$ 218,427.00

TOTAL CONTRACT PRICE:

Two Hundred Eighteen Thousand Four Hundred Twenty Seven dollars
(in writing) Dollars

and $\frac{00}{100}$ — Cents
(in writing)

\$218,427 Dollars
(in figures)

and $\frac{00}{100}$ — Cents
(in figures)

D. BASIS FOR DETERMINING PRICES

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 estimates only, the Municipalities reserve 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.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of 5% 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 25th day of FEBRUARY, 2014.

Attest/Witness:

Mandi Construction Inc
Bidder

By: [Signature]

By: [Signature]

Title: Secretary

Title: President

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

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR
2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Mondi Construction Inc
Nick Raimondi ("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 Mondi Construction Inc.

The officers of the corporation are as follows:

| <u>TITLE</u> | <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|----------------------|---|
| President | <u>Nick Raimondi</u> | <u>1821 Blackhawk Dr West Chicago, IL 60185</u> |
| Vice President | <u>Nick Raimondi</u> | <u>" "</u> |
| Secretary | <u>Nick Raimondi</u> | <u>" "</u> |
| Treasurer | <u>Nick Raimondi</u> | <u>" "</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:

NAME

ADDRESS

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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:

NAME (and ENTITY TYPE)

ADDRESS

| | |
|-----------|-------|
| _____ () | _____ |
| _____ () | _____ |
| _____ () | _____ |

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 25th day of February, 20 14.

Attest/Witness:

MONDI Construction Inc
Bidder

By: [Signature]

By: [Signature]

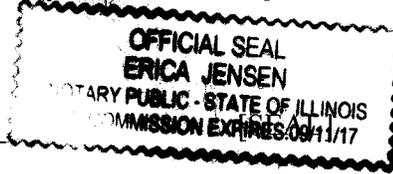
Title: Estimator

Title: President

Subscribed and Sworn to
before me this 25 day
of February, 20 14.

My Commission Expires: 09/11/17

[Signature]
Notary Public



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

1970
FISH MARKET
FISH MARKET
FISH MARKET

ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
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VILLAGE OF LAKE VILLA
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VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Mondi Construction Inc
Nick Rainaldi

(“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: Construction Company

2. **Composition of Work**

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

___ % Federal 60 % As Contractor ___ % Bidder's Forces
___ % Other Public 40 % As Subcontractor ___ % Subcontractors

ACKNOWLEDGEMENT

____ % Private

____ % 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: 3 years

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>City of West Chicago</u> | <u>Business</u> | _____ | <u>November 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>Village of Buffalo Grove</u> | <u>Village of Glen Ellyn</u> | <u>Chicago and Paving</u> |
| Owner Address | <u>51 Raupp Boulevard</u> | <u>535 Duane St</u> | <u>225 Telser Road</u> |
| | <u>Buffalo Grove IL 60089</u> | <u>Glen Ellyn IL 60137</u> | <u>Lake Zurich, IL 60047</u> |
| Reference | <u>Mark Biederwolf</u> | <u>Mark Mellor</u> | <u>Bill Bows</u> |
| Telephone Number | <u>(847) 459-2523</u> | <u>(630) 547-5514</u> | <u>(847) 550-9181</u> |

ACKNOWLEDGEMENT

| | | | |
|--|---|--|---------------------------|
| Type of Work | <u>Curb & Gutter</u> | <u>Curb & gutter</u> | <u>Curb & Gutter</u> |
| | <u>Sidewalk, Flatwork</u> | <u>Sidewalk Flatwork</u> | <u>Sidewalk, Flatwork</u> |
| Contractor (If Bidder was) (Subcontractor) | <u>PROJECT ONE</u> Subcontractor <u>Chicago Land paving</u> | <u>PROJECT TWO</u> Subcontractor <u>TBS Construction</u> | <u>PROJECT THREE</u> |
| Amount of Contract | <u>\$28,000.00</u> | <u>\$30,000.00</u> | |
| Date Completed | <u>7/2013</u> | <u>11/2013</u> | |

DATED this _____ day of _____, 20__.

Attest/Witness:

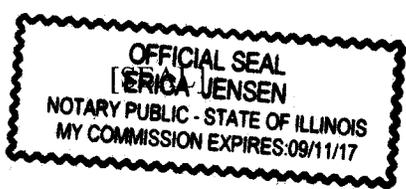
By: [Signature]
 Title: Estimator

Mondi Construction Inc
 Bidder
 By: [Signature]
 Title: President

Subscribed and Sworn to before me this 25 day of February, 2014.

My Commission Expires: 09/11/2017

[Signature]
 Notary Public



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

1940
1941
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1943
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VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

SPECIAL PROVISIONS

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.

The term “Municipalities” refers to the Village of Grayslake, Village of Cary, Village of Fox River Grove, Village of Lindenhurst, Village of Lake Villa, Village of Lake Zurich, Village of Libertyville, Village of Mundelein, and Village of Round Lake Beach.

AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

CONTRACT TIME

Contractor shall complete the Work no later than August 18, 2014.

OTHER SPECIAL PROVISIONS

1. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
2. The Contractor shall notify the Municipalities at least forty-eight (48) hours prior to the commencement of work. Limits of construction will be delineated by a municipal representative.
3. The Contractor may remove mailboxes if they interfere with the operations. Upon completion of the work or when requested by the municipal representative, the Contractor

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**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

shall replace all mailboxes at his expense and the mailboxes shall be in as good or better condition as when they were removed.

4. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the policy of insurance shall also include the Municipalities as an additional insured.
5. All material (PCC) must be approved by the State of Illinois and certified inspection tickets shall be furnished to the municipal representative.
6. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.

TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the municipal representative and in accordance with applicable parts of Article 107.14 and 107.15 of the Standard Specifications.

Special attention is called to Articles 107.09, 107.14, and 107.18 of the Standard Specifications and the following:

- a) Highway Standards; 701501-05, 701801-04, 701901-01
- b) Supplemental Specifications and Recurring Special Provisions Adopted January 1, 2012, or latest addition, and
- c) other special provisions relating to traffic control

The cost of any material, labor or equipment necessary for traffic control and protection to comply with the above shall be considered as incidental to the cost of the project.

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LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for replacing various sections of PCC Sidewalk and PCC Curb & Gutter throughout the Municipalities at locations determined by the municipal representative. Only sections of sidewalk and curb and gutter that are clearly marked at each location and listed on the replacement list or map shall be removed and replaced and accounted for in the Schedule of Prices. The Contractor is **not** guaranteed the total annual quantity as listed in the Schedule of Prices under the items of PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6", PCC CURB & GUTTER REPLACEMENT, ADA PANELS, and DETECTABLE WARNINGS (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for any disturbances to nearby or adjacent residential and municipal property. In the event of a disturbance during the replacement of a specified section of sidewalk and/or curb and gutter the contractor must restore the damaged property back to as good or better condition than original and to the approval of the municipal representative.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the excavations. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

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2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A

KEEPING STREET OPEN TO TRAFFIC

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of Sidewalk and/or Curb & Gutter at any private driveway the homeowner must be notified **twenty-four (24) hours** in advance of the repair. When both Sidewalk and Curb & Gutter repairs are required through the same driveway, these two items shall be replaced simultaneously to minimize disruption to the homeowner. The length of the driveway closure shall not exceed **ninety-six (96) hours** unless agreed to by the Village Representative and homeowner.

AGGREGATE BASE REPAIR

This work shall be constructed in accordance with the applicable articles of Section 301 and 311, except Articles 301.04 and 301.05 shall not apply, of the Standard Specifications and the detail(s) included herein. This work shall include the excavation and removal of any unsuitable material as designated by the municipal representative following the removal of existing Sidewalk and/or Curb & Gutter. The excavated area shall then be backfilled with new crushed stone (CA-6) to the lines and grades of the existing aggregate subbase or as directed by the municipal representative. The aggregate shall be placed in lifts not to exceed 8" and each layer shall be compacted to the satisfaction of the municipal representative.

This work **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6" and PCC CURB & GUTTER REPLACEMENT respectively.

PCC SIDEWALK REMOVAL AND REPLACEMENT 4"

This work shall consist of the removal, disposal, and replacement of existing sidewalk and the construction of new sidewalk in accordance with Sections 440 and 424 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the

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**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4". If

the Contractor removes or damages the existing sidewalk outside the limits designated by the

municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 4".

The thickness of the new sidewalk shall be 4" (inches) or equal to the thickness of the existing sidewalk whichever is greater. However, if the section of sidewalk that is being replaced is within the limits of a driveway, the thickness of the new Sidewalk shall be minimum of 6" (inches) or equal to the thickness of the existing sidewalk whichever is greater.

This work shall be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC SIDEWALK REMOVAL AND REPLACEMENT 6":

This work shall be done in accordance with Sections 202, 205, 301, 351, 424 and 440 of the Standard Specifications. This work shall include removal of the existing sidewalk, removal of any tree roots, and subgrade if necessary to allow for placement of a minimum 4-inch thickness of CA-6 crushed stone or crushed gravel on a compacted subgrade and installation of Portland Cement Concrete sidewalk to a minimum thickness of 6-inches.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 6". If

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**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 6".

If the sidewalk is constructed through a driveway the minimum thickness shall be 6-inches. Sidewalk construction across driveways will be saw cut on both sides adjacent to the driveway to reduce the possibility of damage to the driveway. Any damage done to the driveway will be saw cut and squared off and repaired with like materials and thickness and such repair will be considered incidental to the sidewalk removal replacement 6".

The cost for overcutting and filling, saw cutting, driveway removal and replacement, shall be considered as included in the cost of the pay item.

This work will be paid for at the contract unit prices per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC CURB & GUTTER REPLACEMENT

This work shall consist of the removal, disposal, and replacement of existing damaged Curb & Gutter, or required for the construction of handicap ramps. The construction of new Curb & Gutter system is in accordance with Sections 440 and 606 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC CURB & GUTTER REPLACEMENT. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the municipal

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A

representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground adjacent to the Curb & Gutter, which is removed or disturbed during the removal operations, shall be restored to its original condition and to the satisfaction of the municipal representative after the new curb and gutter has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC CURB & GUTTER REPLACEMENT.

This work will be paid for at the contract unit price per LINEAR FOOT as PCC CURB & GUTTER REPLACEMENT. Which price includes all labor, material, and equipment necessary to remove and replace the Curb & Gutter as specified herein.

ADA PANELS

The Contractor shall provide and install brick red, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the municipal representative. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type *MetaPanels TM, manufactured by Metadome*, by: *Pioneer Supply* - (262) 560-1720. Any ramp panel substitutions must be submitted in writing to the municipal representative.

Basis of Payment: This work will be paid for at the contract unit price per EACH for ADA PANELS, which price includes all labor, material, and equipment necessary for the installation of ADA panels as specified herein.

DETECTABLE WARNINGS

The work under this item shall consist of furnishing and placing a detectable warning surface at those locations designated by the municipal representative as sidewalk ramps accessible to the disabled.

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

The detectable warning surface shall be: Pre-fabricated panel, as manufactured by Armor-Cast, or owner-approved equal. The detectable warning shall comply with the Illinois Accessibility Code (IAC), and shall be red in color.

Basis of Payment: This work will be paid for at the Contract Unit Price per SQUARE FOOT for DETECTABLE WARNINGS.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per LINEAR FOOT for CURB & GUTTER

REPLACEMENT, SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", EACH for ADA REPLACEMENT, and SQUARE FOOT for DETECTABLE WARNINGS as specified in the Schedule of Prices.

SCHEDULE OF QUANTITIES (Next Page)

The table below represents estimated quantities provided by the Municipalities. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A

| Item Description | Unit | Grayslake | Cary | Fox River Grove | Lindenhurst | Lake Villa | Lake Zurich | Libertyville | Mundelein | Round Lake Beach |
|---|------|-----------|-------|-----------------|-------------|------------|-------------|--------------|-----------|------------------|
| PCC CURB & GUTTER REPLACEMENT | LF | 100 | 100 | 40 | 134 | 250 | 630 | 20 | 750 | 200 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 4" | SF | 1,200 | 6,000 | 2,500 | 400 | 1,575 | 3,700 | 4,000 | 1,000 | 1,500 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 6" | SF | 0 | 300 | 100 | 200 | 0 | 400 | 1,000 | 0 | 100 |
| ADA PANELS | EA | 0 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| DETECTABLE WARNINGS | SF | 0 | 0 | 0 | 0 | 16 | 100 | 60 | 0 | 50 |



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mondi Construction, Inc.
390 East Devon
Roselle, IL 60172

SURETY:

(Name, legal status and principal place of business)

State Automobile Mutual
Insurance Company
518 East Broad Street
Columbus, OH 43215

OWNER:

(Name, legal status and address)

Village of Grayslake
10 S. Seymour
Grayslake, IL 60030

BOND AMOUNT: \$ --Five Percent of Accompanying Bid---5% of Bid--

PROJECT:

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

2014 Curb & Sidewalk Program

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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

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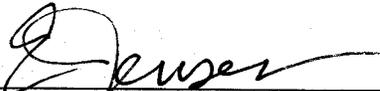
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User Notes:

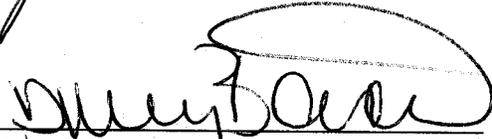
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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of March , 2014



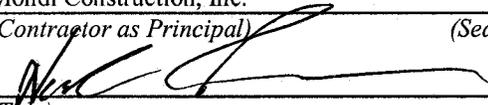
(Witness)



(Witness)

Mondi Construction, Inc.

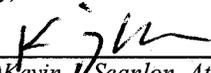
(Contractor as Principal) (Seal)



(Title)

State Automobile Mutual Insurance Company

(Surety) (Seal)



(Title) Kevin J. Scanlon, Attorney-in-fact

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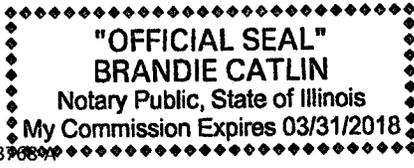
STATE OF Illinois

ss.:

COUNTY OF Will

On this 4th day of March 2014, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of State Automobile Mutual Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) 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 he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety
Company
Acknowledgment



Brandie Catlin

(Notary Public in and for the above County and State)

Bond-37697

My commission expires 03/31/2018

STATE OF OHIO }
COUNTY OF FRANKLIN, } ss:

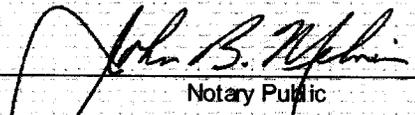
On this 23rd day of May, A.D., 2007, before me personally came

Paul E. Nordman and William D. Hansen

, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

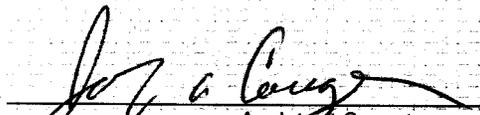

Notary Public

John B. Melvin, Attorney-at-Law
Notary Public-State of Ohio
My Commission Has No Expiration Date
Section 147.03

CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 4th day of March 2014.


Assistant Secretary
John A. Couger



CERTIFIED COPY

THIS DOCUMENT MAY NOT BE REPRODUCED ORIGINAL PRINTED ON YELLOW PATTERN PAPER POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Kevin J. Scanlon, Sherry Bacskai of Montevideo and State of Minnesota EACH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **Two Million Five Hundred Thousand (\$2,500,000.00) Dollars in amount**.....

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

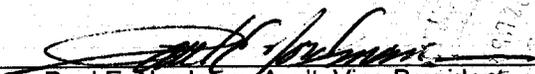
BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

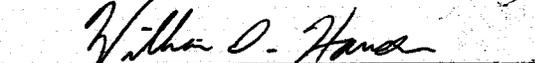
This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of May, 2007

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: 
Paul E. Nordman, Ass't. Vice President

By: 
William D. Hansen, Ass't. Vice President



PROPOSAL

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder MARVEL CONSTRUCTION CORP. ("Bidder")
Principal Office Address 5150 N. PITTSBURGH AVE. NORRIDGE IL 60706
Local Office Address 5150 N. PITTSBURGH AVE. NORRIDGE IL 60706
Contact Person NICHOLAS LOSACCO Telephone 708-452-7335
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. NONE 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

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. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|----------|-------------------------------|------|----------|------------|---------------|
| 1 | PCC Curb & Gutter Replacement | LF | 2,224 | \$ 38.75 | \$ 86,180.00 |
| 2 | PCC Sidewalk Replacement 4" | SF | 21,875 | \$ 6.95 | \$ 152,031.25 |
| 3 | PCC Sidewalk Replacement 6" | SF | 2,100 | \$ 14.45 | \$ 30,345.00 |
| 4 | ADA Panels | EA | 9 | \$ 400.00 | \$ 3,600.00 |
| 5 | Detectable Warnings | SF | 226 | \$ 35.00 | \$ 7,910.00 |

TOTAL CONTRACT PRICE:

Two hundred eighty thousand six hundred six Dollars
(in writing)

and Twenty-Five Cents
(in writing)

280,066 Dollars
(in figures)

and 25 Cents
(in figures)

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of ~~Fourteen thousand three~~ dollars (\$ 14,003.31), 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 04 day of MARCH, 2014.

Attest/Witness:

MARVEL CONSTRUCTION CORP.
Bidder

By: Giovanna Jesuino

By: Moulu Suri

Title: SECRETARY/OFFICE MANAGER

Title: BANKER

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

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Nicholas Losacco ("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 MARVEL Construction Corp.

The officers of the corporation are as follows:

| <u>TITLE</u> | <u>NAME</u> | <u>ADDRESS</u> |
|----------------|-------------------------|--|
| President | <u>Nicholas Losacco</u> | <u>5150 N. Pittsburgh Ave. Norridge IL</u> |
| Vice President | <u>Nicholas Losacco</u> | <u>5150 N. Pittsburgh Ave. Norridge IL</u> |
| Secretary | <u>Nicholas Losacco</u> | <u>5150 N. Pittsburgh Ave. Norridge IL</u> |
| Treasurer | <u>Nicholas Losacco</u> | <u>5150 N. Pittsburgh Ave Norridge 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 04 day of MARCH, 2014.

Attest/Witness:

MARVEL Construction Corp
Bidder

By: [Signature]

By: [Signature]

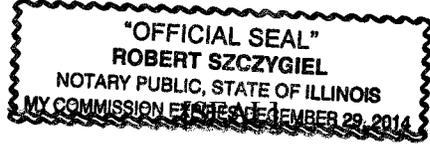
Title: OFFICE MANAGER

Title: BANKER

Subscribed and Sworn to before me this 4th day of MARCH, 2014.

My Commission Expires: 12/29/14

[Signature]
Notary Public



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

ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Nicholas Losacco ("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: Concrete Construction

2. **Composition of Work**

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

| | | |
|--------------------------|------------------------------|-----------------------------|
| <u>75</u> % Federal | <u>40</u> % As Contractor | <u>95</u> % Bidder's Forces |
| <u>25</u> % Other Public | <u>60</u> % As Subcontractor | <u>5</u> % Subcontractors |

ACKNOWLEDGEMENT

____ % Private

____ % 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: 8 years

4. **Predecessor Organizations**

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

| <u>NAME</u> | <u>ADDRESS</u> | <u>YEARS</u> |
|-------------|----------------|--------------|
| <u>N/A</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> |
|-----------------------|-------------|---------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

6. **Related Experience**

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

| | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
|------------------|---|---|---|
| Owner Name | <u>Village of NORRIDGE</u> | <u>Town of Skokie</u> | <u>VERNON HILLS Public Works</u> |
| Owner Address | <u>4000 Olcott</u> <u>NORRIDGE 60706</u> | <u>5127 OAKTON ST.</u> <u>SKOKIE 60077</u> | <u>490 GREENLEAF DR.</u> <u>VERNON HILLS</u> |
| Reference | <u>BRIAN GASEOR</u> | <u>PAUL RYON</u> | <u>TOM BRETTMAN</u> |
| Telephone Number | <u>708-453-0800</u> | <u>847-673-0500</u> | <u>847-367-3726</u> |

ACKNOWLEDGEMENT

| | | | |
|--|--|---|--|
| Type of Work | <u>ROAD PROGRAM</u> | <u>ROAD PROGRAM</u> | <u>Village Repair work</u> |
| | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
| Contractor (If Bidder was) (Subcontractor) | <u>2013 OAK PARK</u> <u>CDBG ROAD</u> <u>PROGRAM</u> | <u>2012 BARRINGTON</u> <u>ROAD PROGRAM</u> | <u>2013 BUFFALO GROVE</u> <u>ROAD PROGRAM</u> |
| Amount of Contract | <u>270,000.00</u> | <u>185,000.00</u> | <u>240,000.00</u> |
| Date Completed | <u>November 2013</u> | <u>October 2012</u> | <u>October 2013</u> |

DATED this 04 day of MARCH, 2014.

Attest/Witness:

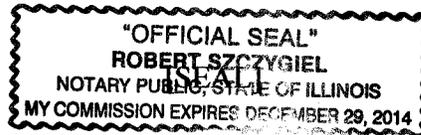
By: *Yvonna Josaco*
 Title: OFFICE MANAGER

Marvel Construction Corp
 Bidder
 By: *Mauler Byni*
 Title: BANKER

Subscribed and Sworn to
 before me this 4th day
 of MARCH, 2014.

Robert Sztygiel
 Notary Public

My Commission Expires: 12/29/14



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



Contractors Bonding and Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

BID BOND

Bond No. LSM0448848

KNOW ALL MEN BY THESE PRESENTS,

That We, Marvel Construction Corp
 of 5150 N Pittsburgh Ave
Norridge, IL 60706
 as Principal, and Contractors Bonding and Insurance Company, of Peoria,
Illinois, as Surety, an Washington corporation duly licensed to
 do business in the State of Illinois, are held and firmly bound unto
Village of Grayslake, as Obligee, in the penal sum of
5% of Total Amount Bid, for the
 payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for 2014 Curb & Sidewalks

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

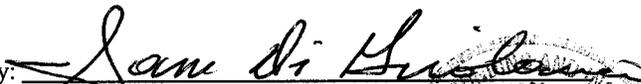
PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 4th day of March, 2014.

Marvel Construction Corp
Principal

By: 

Contractors Bonding and Insurance Company

By: 
Sam Digirolamo





Contractors Bonding and Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Bond No. LSM0448848

Know All Men by These Presents:

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Washington, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Sam Digirolamo in the City of Bensenville, State of Illinois, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Marvel Construction Corp
Obligee: Village of Grayslake
Bond Amount: 5% of Total Amount Bid

The Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"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, any 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."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of March, 2014.

ATTEST:

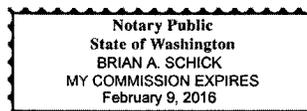
Cynthia S. Dohm
Cynthia S. Dohm Assistant Secretary



Roy C. Die
Contractors Bonding and Insurance Company
Roy C. Die Vice President

On this 4th day of March, 2014 before me, a Notary Public, personally appeared Roy C. Die and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Brian A. Schick
Brian A. Schick Notary Public





P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Illinois Disclosure Notice

Bond No. LSM0448848

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Contractors Bonding and Insurance Company

9025 N. Lindbergh Drive
Peoria, IL 61615
TOLL-FREE (800)645-2402
(309)692-1000

In the unlikely event you are unable to resolve any complaints with the company, you may contact the

Illinois Department of Insurance
Consumer Division
320 W. Washington Street
Springfield, IL 62767
(866)445-5364 Toll-Free

This Notice is for information only and does not become a part of or a condition of your policy.

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

The Municipalities of Grayslake, Cary, Fox River Grove, Lindenhurst, Lake Villa, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly soliciting sealed bids from construction contractors for the following project:

2014 Curb & Sidewalk Program

Sealed bids for this contract must be received before 2:00 p.m. on March 4, 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 specifications, may be downloaded at www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve 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.

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

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2. General Instructions to Bidders
3. Bidder's Proposal
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5. Bidder's Sworn Work History Statement
6. Attachment A - Specifications

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
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CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

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INVITATION FOR BIDDER'S PROPOSALS

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly seeking bids for the 2014 Curb & Sidewalk Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

1. **Invitation to Bid**

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

Removal and replacement of curb and sidewalk including installation of detectable warnings and ADA panels.

The work shall be performed at the following Work Sites:

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Highland Park, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach.

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;

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.

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 **2:00 P.M.**, local time, **MARCH 4, 2014** at Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030, 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 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.** 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, the Municipalities, 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 per the requirements of each bidder which are included in the bid documents upon award of the Contract.

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**CONTRACT FOR
2014 CURB & SIDEWALK PROGRAM**

BID PACKAGE

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VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR

2014 CURB & SIDEWALK 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.

PROPOSAL

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.

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

PROPOSAL

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.

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

PROPOSAL

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.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore 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.

PROPOSAL

- (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.

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.

PROPOSAL

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

PROPOSAL

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 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

PROPOSAL

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.

PROPOSAL

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.

PROPOSAL

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder SUBURBAN CONCRETE INC. ("Bidder")

Principal Office Address 21227 W COMMERCIAL DR

Local Office Address MUNDELEIN FL 60062

Contact Person PHIL HENRY Telephone 847-837-8805

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. _____ 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**

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 A; (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 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. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|----------|-------------------------------|------|----------|----------------------------|-------------------------------|
| 1 | PCC Curb & Gutter Replacement | LF | 2,224 | \$ <u>34⁰⁰</u> | \$ <u>75616⁰⁰</u> |
| 2 | PCC Sidewalk Replacement 4" | SF | 21,875 | \$ <u>8²⁵</u> | \$ <u>180468⁷⁵</u> |
| 3 | PCC Sidewalk Replacement 6" | SF | 2,100 | \$ <u>8⁷⁵</u> | \$ <u>18375⁰⁰</u> |
| 4 | ADA Panels | EA | 9 | \$ <u>350⁰⁰</u> | \$ <u>3150⁰⁰</u> |
| 5 | Detectable Warnings | SF | 226 | \$ <u>40⁰⁰</u> | \$ <u>9040⁰⁰</u> |

TOTAL CONTRACT PRICE:

*Two HUNDRED EIGHTY SIX THOUSAND
SIX HUNDRED FORTY NINE* → Dollars
(in writing)

\$ SEVENTY NINE
and _____ Cents
(in writing)

286,649 Dollars
(in figures)

and .75 Cents
(in figures)

D. BASIS FOR DETERMINING PRICES

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 estimates only, the Municipalities reserve 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 3RD day of MARCH, 2014.

Attest/Witness:

SUBURBAN CONCRETE INC.
Bidder

By: [Signature]

By: [Signature]

Title: VICE PRESIDENT

Title: President

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

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

JOHN LEVERICK ("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 ILL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

| <u>TITLE</u> | <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|----------------------|-----------------------|
| President | <u>JOHN LEVERICK</u> | <u>HAWTHORN WOODS</u> |
| Vice President | <u>PHIL HENRY</u> | <u>DES PLAINES</u> |
| Secretary | <u>JOHN LEVERICK</u> | <u>HAWTHORN WOODS</u> |
| Treasurer | <u>JOHN LEVERICK</u> | <u>HAWTHORN WOODS</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 3RD day of MARCH, 20 14.

Attest/Witness: SUBURSAJ COLINATE
Bidder

By: _____

By: [Signature]

Title: _____

Title: President

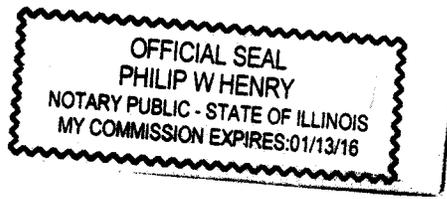
Subscribed and Sworn to before me this 3RD day of MARCH, 20 14.

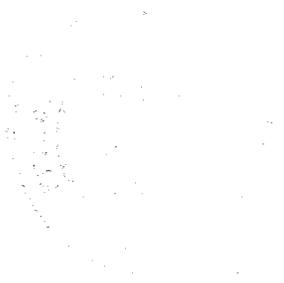
My Commission Expires: _____

[Signature]
Notary Public

[SEAL]

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





ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

JOHN LEVERIK ("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: CONCRETE CONTRACTOR

2. **Composition of Work**

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

| | | |
|---------------------------|------------------------------|-----------------------------|
| <u> </u> % Federal | <u>80</u> % As Contractor | <u>95</u> % Bidder's Forces |
| <u>100</u> % Other Public | <u>20</u> % As Subcontractor | <u>5</u> % Subcontractors |

ACKNOWLEDGEMENT

____ % Private

____ % 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: 26 years

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>ILLINOIS</u> | <u>IDOT PRE QUAL</u> | <u>5806</u> | <u>4-30-14</u> |
| _____ | _____ | _____ | _____ |

6. **Related Experience**

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

| | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
|------------------|-------------------------------------|-------------------------------------|---|
| Owner Name | <u>Village of Bittmo Grove</u> | <u>Village of Newark</u> | <u>CITY of DARIEN</u> |
| Owner Address | <u>50 RAUP</u> | <u>655 HEWAL RD</u> | <u>1501 PLAINFIELD RD</u> |
| Reference | <u>2013 CURB & SIDEWALK</u> | <u>2013 CURB & SIDEWALK</u> | <u>2013 CONCRETE PROGRAM</u> |
| Telephone Number | <u>847-777-6000</u> | <u>847-272-4711</u> | <u>630-3000 852-5000</u> |

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
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VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

SPECIAL PROVISIONS

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.

The term “Municipalities” refers to the Village of Grayslake, Village of Cary, Village of Fox River Grove, Village of Lindenhurst, Village of Lake Villa, Village of Lake Zurich, Village of Libertyville, Village of Mundelein, and Village of Round Lake Beach.

AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

CONTRACT TIME

Contractor shall complete the Work no later than August 18, 2014.

OTHER SPECIAL PROVISIONS

1. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
2. The Contractor shall notify the Municipalities at least forty-eight (48) hours prior to the commencement of work. Limits of construction will be delineated by a municipal representative.
3. The Contractor may remove mailboxes if they interfere with the operations. Upon completion of the work or when requested by the municipal representative, the Contractor

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VILLAGE OF ROUND LAKE BEACH**

**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

shall replace all mailboxes at his expense and the mailboxes shall be in as good or better condition as when they were removed.

4. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the policy of insurance shall also include the Municipalities as an additional insured.
5. All material (PCC) must be approved by the State of Illinois and certified inspection tickets shall be furnished to the municipal representative.
6. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.

TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the municipal representative and in accordance with applicable parts of Article 107.14 and 107.15 of the Standard Specifications.

Special attention is called to Articles 107.09, 107.14, and 107.18 of the Standard Specifications and the following:

- a) Highway Standards; 701501-05, 701801-04, 701901-01
- b) Supplemental Specifications and Recurring Special Provisions Adopted January 1, 2012, or latest addition, and
- c) other special provisions relating to traffic control

The cost of any material, labor or equipment necessary for traffic control and protection to comply with the above shall be considered as incidental to the cost of the project.

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VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**2014 CURB AND SIDEWALK MAINTENANCE
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LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for replacing various sections of PCC Sidewalk and PCC Curb & Gutter throughout the Municipalities at locations determined by the municipal representative. Only sections of sidewalk and curb and gutter that are clearly marked at each location and listed on the replacement list or map shall be removed and replaced and accounted for in the Schedule of Prices. The Contractor is **not** guaranteed the total annual quantity as listed in the Schedule of Prices under the items of PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6", PCC CURB & GUTTER REPLACEMENT, ADA PANELS, and DETECTABLE WARNINGS (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for any disturbances to nearby or adjacent residential and municipal property. In the event of a disturbance during the replacement of a specified section of sidewalk and/or curb and gutter the contractor must restore the damaged property back to as good or better condition than original and to the approval of the municipal representative.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the excavations. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

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KEEPING STREET OPEN TO TRAFFIC

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of Sidewalk and/or Curb & Gutter at any private driveway the homeowner must be notified **twenty-four (24) hours** in advance of the repair. When both Sidewalk and Curb & Gutter repairs are required through the same driveway, these two items shall be replaced simultaneously to minimize disruption to the homeowner. The length of the driveway closure shall not exceed **ninety-six (96) hours** unless agreed to by the Village Representative and homeowner.

AGGREGATE BASE REPAIR

This work shall be constructed in accordance with the applicable articles of Section 301 and 311, except Articles 301.04 and 301.05 shall not apply, of the Standard Specifications and the detail(s) included herein. This work shall include the excavation and removal of any unsuitable material as designated by the municipal representative following the removal of existing Sidewalk and/or Curb & Gutter. The excavated area shall then be backfilled with new crushed stone (CA-6) to the lines and grades of the existing aggregate subbase or as directed by the municipal representative. The aggregate shall be placed in lifts not to exceed 8" and each layer shall be compacted to the satisfaction of the municipal representative.

This work **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6" and PCC CURB & GUTTER REPLACEMENT respectively.

PCC SIDEWALK REMOVAL AND REPLACEMENT 4"

This work shall consist of the removal, disposal, and replacement of existing sidewalk and the construction of new sidewalk in accordance with Sections 440 and 424 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the

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municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4". If

the Contractor removes or damages the existing sidewalk outside the limits designated by the

municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 4".

The thickness of the new sidewalk shall be 4" (inches) or equal to the thickness of the existing sidewalk whichever is greater. However, if the section of sidewalk that is being replaced is within the limits of a driveway, the thickness of the new Sidewalk shall be minimum of 6" (inches) or equal to the thickness of the existing sidewalk whichever is greater.

This work shall be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC SIDEWALK REMOVAL AND REPLACEMENT 6":

This work shall be done in accordance with Sections 202, 205, 301, 351, 424 and 440 of the Standard Specifications. This work shall include removal of the existing sidewalk, removal of any tree roots, and subgrade if necessary to allow for placement of a minimum 4-inch thickness of CA-6 crushed stone or crushed gravel on a compacted subgrade and installation of Portland Cement Concrete sidewalk to a minimum thickness of 6-inches.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 6". If

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the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 6".

If the sidewalk is constructed through a driveway the minimum thickness shall be 6-inches. Sidewalk construction across driveways will be saw cut on both sides adjacent to the driveway to reduce the possibility of damage to the driveway. Any damage done to the driveway will be saw cut and squared off and repaired with like materials and thickness and such repair will be considered incidental to the sidewalk removal replacement 6".

The cost for overcutting and filling, saw cutting, driveway removal and replacement, shall be considered as included in the cost of the pay item.

This work will be paid for at the contract unit prices per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC CURB & GUTTER REPLACEMENT

This work shall consist of the removal, disposal, and replacement of existing damaged Curb & Gutter, or required for the construction of handicap ramps. The construction of new Curb & Gutter system is in accordance with Sections 440 and 606 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC CURB & GUTTER REPLACEMENT. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the municipal

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representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground adjacent to the Curb & Gutter, which is removed or disturbed during the removal operations, shall be restored to its original condition and to the satisfaction of the municipal representative after the new curb and gutter has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC CURB & GUTTER REPLACEMENT.

This work will be paid for at the contract unit price per LINEAR FOOT as PCC CURB & GUTTER REPLACEMENT. Which price includes all labor, material, and equipment necessary to remove and replace the Curb & Gutter as specified herein.

ADA PANELS

The Contractor shall provide and install brick red, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the municipal representative. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type *MetaPanels TM, manufactured by Metadome*, by: *Pioneer Supply* - (262) 560-1720. Any ramp panel substitutions must be submitted in writing to the municipal representative.

Basis of Payment: This work will be paid for at the contract unit price per EACH for ADA PANELS, which price includes all labor, material, and equipment necessary for the installation of ADA panels as specified herein.

DETECTABLE WARNINGS

The work under this item shall consist of furnishing and placing a detectable warning surface at those locations designated by the municipal representative as sidewalk ramps accessible to the disabled.

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The detectable warning surface shall be: Pre-fabricated panel, as manufactured by Armor-Cast, or owner-approved equal. The detectable warning shall comply with the Illinois Accessibility Code (IAC), and shall be red in color.

Basis of Payment: This work will be paid for at the Contract Unit Price per SQUARE FOOT for DETECTABLE WARNINGS.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per LINEAR FOOT for CURB & GUTTER

REPLACEMENT, SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", EACH for ADA REPLACEMENT, and SQUARE FOOT for DETECTABLE WARNINGS as specified in the Schedule of Prices.

SCHEDULE OF QUANTITIES (Next Page)

The table below represents estimated quantities provided by the Municipalities. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

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| Item Description | Unit | Grayslake | Cary | Fox River Grove | Lindenhurst | Lake Villa | Lake Zurich | Libertyville | Mundelein | Round Lake Beach |
|---|------|-----------|-------|-----------------|-------------|------------|-------------|--------------|-----------|------------------|
| PCC CURB & GUTTER REPLACEMENT | LF | 100 | 100 | 40 | 134 | 250 | 630 | 20 | 750 | 200 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 4" | SF | 1,200 | 6,000 | 2,500 | 400 | 1,575 | 3,700 | 4,000 | 1,000 | 1,500 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 6" | SF | 0 | 300 | 100 | 200 | 0 | 400 | 1,000 | 0 | 100 |
| ADA PANELS | EA | 0 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| DETECTABLE WARNINGS | SF | 0 | 0 | 0 | 0 | 16 | 100 | 60 | 0 | 50 |

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Suburban Concrete, Inc.
21227 W. Commercial Drive Mundelein, IL 60060

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
650 Elm Street Manchester, NH 03101

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Grayslake
10 S. Seymour Avenue 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 Sidewalk Program for Village of Grayslake

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 4th day of March, 2014

Suburban Concrete, Inc.

(Principal)

(Seal)

By:

(Title)

(Witness)

North American Specialty Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact

Kimberly R. Holmes

(Title)

Melissa M. Newman

(Witness)



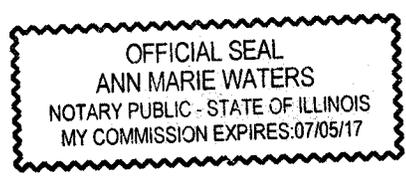
STATE OF Illinois
COUNTY OF Cook

I, Ann Marie Waters Notary Public of Cook County,
in the State of Illinois, do hereby certify that Kimberly R. Holmes
Attorney-in-Fact, of the North American Specialty Insurance Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
North American Specialty Insurance Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle
in said County, this 4th day of March A.D., 2014

Ann Marie Waters
Notary Public Ann Marie Waters

My Commission expires: July 5, 2017



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Kimberly R. Holmes

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Suburban Concrete, Inc.

Bond Number: Bid Bond

Obligee: Village of Grayslake

Bond Amount: See Bond Form

Bond Description: Sidewalk Program for Village of Grayslake

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of March, 2014.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

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INVITATION FOR BIDDER'S PROPOSALS

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly seeking bids for the 2014 Curb & Sidewalk Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

1. **Invitation to Bid**

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

Removal and replacement of curb and sidewalk including installation of detectable warnings and ADA panels.

The work shall be performed at the following Work Sites:

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Highland Park, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach.

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;

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.

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 **2:00 P.M.**, local time, **MARCH 4, 2014** at Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030, 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 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.** 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, the Municipalities, 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 per the requirements of each bidder which are included in the bid documents upon award of the Contract.

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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.

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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.

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

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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.

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

PROPOSAL

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.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore 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.

PROPOSAL

- (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.

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.

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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

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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 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

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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.

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VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder SCHROEDER & SCHROEDER INC. ("Bidder")

Principal Office Address 1306 CENTRAL PARK, SKOKIE, IL 60076

Local Office Address AS ABOVE

Contact Person CHRIS SCHROEDER Telephone 847-933-0526

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. NONE 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

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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 A; (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 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. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|----------|-------------------------------|------|----------|----------------------------|--------------------------------|
| 1 | PCC Curb & Gutter Replacement | LF | 2,224 | \$ <u>45⁰⁰</u> | \$ <u>100,080⁰⁰</u> |
| 2 | PCC Sidewalk Replacement 4" | SF | 21,875 | \$ <u>7⁵⁰</u> | \$ <u>164,062⁵⁰</u> |
| 3 | PCC Sidewalk Replacement 6" | SF | 2,100 | \$ <u>7⁷⁵</u> | \$ <u>16,275⁰⁰</u> |
| 4 | ADA Panels | EA | 9 | \$ <u>450⁰⁰</u> | \$ <u>4,050⁰⁰</u> |
| 5 | Detectable Warnings | SF | 226 | \$ <u>40⁰⁰</u> | \$ <u>9,040⁰⁰</u> |

TOTAL CONTRACT PRICE:

TWO HUNDREDS NINETY THREE THOUSAND Dollars
(in writing) FIVE HUNDRED SEVEN

and FIFTY Cents
(in writing)

293,507 Dollars
(in figures)

and 50 Cents
(in figures)

D. BASIS FOR DETERMINING PRICES

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 estimates only, the Municipalities reserve 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.

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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 570 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 4th day of March, 2014.

Attest/Witness:

Schroeder & Schroeder Inc
Bidder

By: Peter Schuch

By: Chris Schroeder

Title: Corp Sec

Title: President

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

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR
2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

CHRIS SCHROEDER ("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 _____.

The officers of the corporation are as follows:

| <u>TITLE</u> | <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|-------------------------|--|
| President | <u>CHRIS SCHROEDER</u> | <u>1306 CENTRAL PARK, SKOKIE, IL 60076</u> |
| Vice President | <u>IGNACIO TORRES</u> | <u>1306 CENTRAL PARK, SKOKIE, IL 60076</u> |
| Secretary | <u>RITA RUBIN</u> | <u>1306 CENTRAL PARK, SKOKIE, IL 60076</u> |
| Treasurer | <u>JOSEPH V. VRABEC</u> | <u>1306 CENTRAL PARK, SKOKIE, IL 60076</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 1st day of March, 2014.

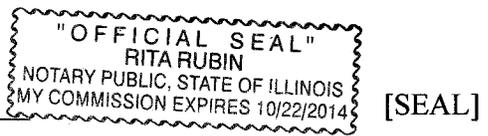
Attest/Witness: SCHROEDER & SCHROEDER INC.
Bidder

By: Rita Rubin
Title: Corp Sec.

By: Chris Schwardt
Title: PRESIDENT

Subscribed and Sworn to
before me this 1st day
of March, 2014.
Rita Rubin
Notary Public

My Commission Expires: 10-22-14



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

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
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CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

CHRIS SCHROEDER ("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: CONCRETE CONTRACTOR

2. Composition of Work

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

| | | |
|--------------------------|------------------------------|-----------------------------|
| <u> </u> % Federal | <u>80</u> % As Contractor | <u>80</u> % Bidder's Forces |
| <u>98</u> % Other Public | <u>20</u> % As Subcontractor | <u>20</u> % Subcontractors |

ACKNOWLEDGEMENT

2 % Private

____ % 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: 43 years

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>IDOT</u> | _____ | <u>5376</u> | <u>4-30-14</u> |
| _____ | _____ | _____ | _____ |

6. **Related Experience**

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

| | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
|------------------|--|---|--|
| Owner Name | <u>VILLAGE OF WINNETKA</u> | <u>VILLAGE OF ELSHIRE</u> | <u>VILLAGE OF SOHACUMBERG</u> |
| Owner Address | <u>510 GRESHAM RD</u> <u>WINNETKA, IL 60093</u> | <u>901 WELLINGTON</u> <u>ELSHIRE, IL 60007</u> | <u>101 SOHACUMBERG, CT</u> <u>SOHACUMBERG, IL 60193</u> |
| Reference | <u>MEHDI VAKIL</u> | <u>DAVID PRESSIG</u> | <u>JOHN MOLAN</u> |
| Telephone Number | <u>847-716-3530</u> | <u>847-734-8046</u> | <u>847-923-6648</u> |

ACKNOWLEDGEMENT

| Type of Work | <u>Pea sidewalk, curb & gutter, driveway & pavement</u> | <u>Pea sidewalk, curb & gutter, driveway & pavement</u> | <u>Pea sidewalk, curb, gutter, driveway & pavement</u> |
|--|---|---|--|
| | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
| Contractor (If Bidder was) (Subcontractor) | _____ | _____ | _____ |
| Amount of Contract | <u>115,500-</u> | <u>408,949.63</u> | <u>1,183,151</u> |
| Date Completed | <u>AUGUST 2013</u> | <u>FALL 2013</u> | <u>FALL 2013</u> |

DATED this 4th day of March, 2014.

Attest/Witness: SCHROEDER & SCHROEDER INC
Bidder

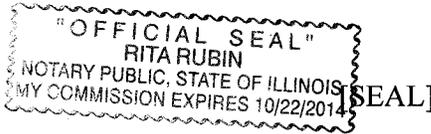
By: [Signature]
Title: Asst. Mgr.

By: [Signature]
Title: President

Subscribed and Sworn to before me this 4th day of March, 2014.

My Commission Expires: 10-22-14

[Signature]
Notary Public



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

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

SPECIAL PROVISIONS

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.

The term “Municipalities” refers to the Village of Grayslake, Village of Cary, Village of Fox River Grove, Village of Lindenhurst, Village of Lake Villa, Village of Lake Zurich, Village of Libertyville, Village of Mundelein, and Village of Round Lake Beach.

AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

CONTRACT TIME

Contractor shall complete the Work no later than August 18, 2014.

OTHER SPECIAL PROVISIONS

1. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
2. The Contractor shall notify the Municipalities at least forty-eight (48) hours prior to the commencement of work. Limits of construction will be delineated by a municipal representative.
3. The Contractor may remove mailboxes if they interfere with the operations. Upon completion of the work or when requested by the municipal representative, the Contractor

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**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

shall replace all mailboxes at his expense and the mailboxes shall be in as good or better condition as when they were removed.

4. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the policy of insurance shall also include the Municipalities as an additional insured.
5. All material (PCC) must be approved by the State of Illinois and certified inspection tickets shall be furnished to the municipal representative.
6. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.

TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the municipal representative and in accordance with applicable parts of Article 107.14 and 107.15 of the Standard Specifications.

Special attention is called to Articles 107.09, 107.14, and 107.18 of the Standard Specifications and the following:

- a) Highway Standards; 701501-05, 701801-04, 701901-01
- b) Supplemental Specifications and Recurring Special Provisions Adopted January 1, 2012, or latest addition, and
- c) other special provisions relating to traffic control

The cost of any material, labor or equipment necessary for traffic control and protection to comply with the above shall be considered as incidental to the cost of the project.

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**2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A**

LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for replacing various sections of PCC Sidewalk and PCC Curb & Gutter throughout the Municipalities at locations determined by the municipal representative. Only sections of sidewalk and curb and gutter that are clearly marked at each location and listed on the replacement list or map shall be removed and replaced and accounted for in the Schedule of Prices. The Contractor is **not** guaranteed the total annual quantity as listed in the Schedule of Prices under the items of PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6", PCC CURB & GUTTER REPLACEMENT, ADA PANELS, and DETECTABLE WARNINGS (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for any disturbances to nearby or adjacent residential and municipal property. In the event of a disturbance during the replacement of a specified section of sidewalk and/or curb and gutter the contractor must restore the damaged property back to as good or better condition than original and to the approval of the municipal representative.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the excavations. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

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KEEPING STREET OPEN TO TRAFFIC

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of Sidewalk and/or Curb & Gutter at any private driveway the homeowner must be notified **twenty-four (24) hours** in advance of the repair. When both Sidewalk and Curb & Gutter repairs are required through the same driveway, these two items shall be replaced simultaneously to minimize disruption to the homeowner. The length of the driveway closure shall not exceed **ninety-six (96) hours** unless agreed to by the Village Representative and homeowner.

AGGREGATE BASE REPAIR

This work shall be constructed in accordance with the applicable articles of Section 301 and 311, except Articles 301.04 and 301.05 shall not apply, of the Standard Specifications and the detail(s) included herein. This work shall include the excavation and removal of any unsuitable material as designated by the municipal representative following the removal of existing Sidewalk and/or Curb & Gutter. The excavated area shall then be backfilled with new crushed stone (CA-6) to the lines and grades of the existing aggregate subbase or as directed by the municipal representative. The aggregate shall be placed in lifts not to exceed 8" and each layer shall be compacted to the satisfaction of the municipal representative.

This work **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6" and PCC CURB & GUTTER REPLACEMENT respectively.

PCC SIDEWALK REMOVAL AND REPLACEMENT 4"

This work shall consist of the removal, disposal, and replacement of existing sidewalk and the construction of new sidewalk in accordance with Sections 440 and 424 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the

VILLAGE OF GRAYSLAKE
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2014 CURB AND SIDEWALK MAINTENANCE
ATTACHMENT A

municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4". If

the Contractor removes or damages the existing sidewalk outside the limits designated by the

municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 4".

The thickness of the new sidewalk shall be 4" (inches) or equal to the thickness of the existing sidewalk whichever is greater. However, if the section of sidewalk that is being replaced is within the limits of a driveway, the thickness of the new Sidewalk shall be minimum of 6" (inches) or equal to the thickness of the existing sidewalk whichever is greater.

This work shall be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC SIDEWALK REMOVAL AND REPLACEMENT 6":

This work shall be done in accordance with Sections 202, 205, 301, 351, 424 and 440 of the Standard Specifications. This work shall include removal of the existing sidewalk, removal of any tree roots, and subgrade if necessary to allow for placement of a minimum 4-inch thickness of CA-6 crushed stone or crushed gravel on a compacted subgrade and installation of Portland Cement Concrete sidewalk to a minimum thickness of 6-inches.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 6". If

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**2014 CURB AND SIDEWALK MAINTENANCE
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the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 6".

If the sidewalk is constructed through a driveway the minimum thickness shall be 6-inches. Sidewalk construction across driveways will be saw cut on both sides adjacent to the driveway to reduce the possibility of damage to the driveway. Any damage done to the driveway will be saw cut and squared off and repaired with like materials and thickness and such repair will be considered incidental to the sidewalk removal replacement 6".

The cost for overcutting and filling, saw cutting, driveway removal and replacement, shall be considered as included in the cost of the pay item.

This work will be paid for at the contract unit prices per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC CURB & GUTTER REPLACEMENT

This work shall consist of the removal, disposal, and replacement of existing damaged Curb & Gutter, or required for the construction of handicap ramps. The construction of new Curb & Gutter system is in accordance with Sections 440 and 606 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC CURB & GUTTER REPLACEMENT. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the municipal

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representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground adjacent to the Curb & Gutter, which is removed or disturbed during the removal operations, shall be restored to its original condition and to the satisfaction of the municipal representative after the new curb and gutter has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC CURB & GUTTER REPLACEMENT.

This work will be paid for at the contract unit price per LINEAR FOOT as PCC CURB & GUTTER REPLACEMENT. Which price includes all labor, material, and equipment necessary to remove and replace the Curb & Gutter as specified herein.

ADA PANELS

The Contractor shall provide and install brick red, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the municipal representative. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type *MetaPanels TM, manufactured by Metadome*, by: *Pioneer Supply* - (262) 560-1720. Any ramp panel substitutions must be submitted in writing to the municipal representative.

Basis of Payment: This work will be paid for at the contract unit price per EACH for ADA PANELS, which price includes all labor, material, and equipment necessary for the installation of ADA panels as specified herein.

DETECTABLE WARNINGS

The work under this item shall consist of furnishing and placing a detectable warning surface at those locations designated by the municipal representative as sidewalk ramps accessible to the disabled.

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The detectable warning surface shall be: Pre-fabricated panel, as manufactured by Armor-Cast, or owner-approved equal. The detectable warning shall comply with the Illinois Accessibility Code (IAC), and shall be red in color.

Basis of Payment: This work will be paid for at the Contract Unit Price per SQUARE FOOT for DETECTABLE WARNINGS.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per LINEAR FOOT for CURB & GUTTER

REPLACEMENT, SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", EACH for ADA REPLACEMENT, and SQUARE FOOT for DETECTABLE WARNINGS as specified in the Schedule of Prices.

SCHEDULE OF QUANTITIES (Next Page)

The table below represents estimated quantities provided by the Municipalities. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

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ATTACHMENT A

| Item Description | Unit | Grayslake | Cary | Fox River Grove | Lindenhurst | Lake Villa | Lake Zurich | Libertyville | Mundelein | Round Lake Beach |
|---|------|-----------|-------|-----------------|-------------|------------|-------------|--------------|-----------|------------------|
| PCC CURB & GUTTER REPLACEMENT | LF | 100 | 100 | 40 | 134 | 250 | 630 | 20 | 750 | 200 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 4" | SF | 1,200 | 6,000 | 2,500 | 400 | 1,575 | 3,700 | 4,000 | 1,000 | 1,500 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 6" | SF | 0 | 300 | 100 | 200 | 0 | 400 | 1,000 | 0 | 100 |
| ADA PANELS | EA | 0 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| DETECTABLE WARNINGS | SF | 0 | 0 | 0 | 0 | 16 | 100 | 60 | 0 | 50 |

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Schroeder & Schroeder, Inc.

7306 Central Park, Skokie, IL 60076

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

62 Maple Avenue, Keene, NH 03431

a corporation duly organized under the laws of the State of NH

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 2014 Curb & Sidewalk Program Joint Bid

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 4th day of March, 2014



(Witness)

Schroeder & Schroeder, Inc.

(Principal)

(Seal)

By:



(Title)

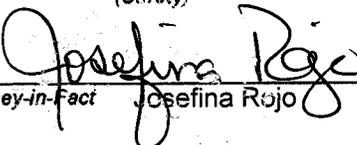
The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact



Josefina Rojo

(Title)

Judith A. McGoogan

(Witness)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6220917

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam J. Cantu; Jacquelyn M. Norstrom; John P. Harney; Josefina Rojo; Judith A. McGoogan

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of July, 2013



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 23rd day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5: Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 4th day of March, 2014



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

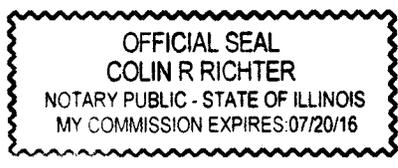
To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of Illinois
County of Cook

On this 4th day of March 2014, before me personally appeared
Josefina Rojo, known to me to be the Attorney-in-fact of
The Ohio Casualty Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.

(Seal)



Colin Richter
(Notary Public)



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: MARK S. COOPER, LINDA D. PALM, CHARLENE M. KELLEY, DAVID L. WHITE, KEITH J. COSTELLO, NICK METROPOULOS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

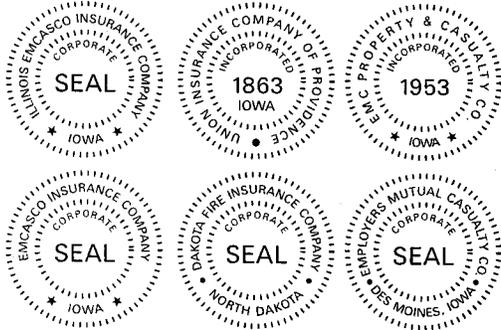
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 27th day of JANUARY, 2011

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 27th day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires March 13, 2014.

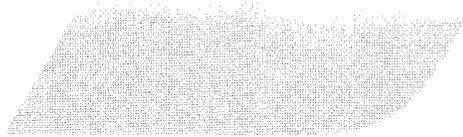
LAUREL A. BLOSS
Commission Number 183662
My Comm. Exp. Mar13, 2014

Laurel A. Bloss
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 27, 2011 on behalf of: MARK S. COOPER, LINDA D. PALM, CHARLENE M. KELLEY, DAVID L. WHITE, KEITH J. COSTELLO, NICK METROPOULOS

are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of February, 2014 *J D Clough* Vice President



LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

The Municipalities of Grayslake, Cary, Fox River Grove, Lindenhurst, Lake Villa, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly soliciting sealed bids from construction contractors for the following project:

2014 Curb & Sidewalk Program

Sealed bids for this contract must be received before 2:00 p.m. on March 4, 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 specifications, may be downloaded at www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve 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.

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

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VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
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2014 CURB & SIDEWALK PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

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INVITATION FOR BIDDER'S PROPOSALS

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach are jointly seeking bids for the 2014 Curb & Sidewalk Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

1. **Invitation to Bid**

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

Removal and replacement of curb and sidewalk including installation of detectable warnings and ADA panels.

The work shall be performed at the following Work Sites:

The municipalities of Grayslake, Cary, Fox River Grove, Lake Villa, Lindenhurst, Highland Park, Lake Zurich, Libertyville, Mundelein, and Round Lake Beach.

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;

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.

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 **2:00 P.M.**, local time, **MARCH 4, 2014** at Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030, 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 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**. 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, the Municipalities, 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 per the requirements of each bid which are included in the bid documents upon award of the Contract.

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
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VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

**CONTRACT FOR
2014 CURB & SIDEWALK PROGRAM**

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CONTRACT FOR

2014 CURB & SIDEWALK 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.

PROPOSAL

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.

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

PROPOSAL

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.

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

PROPOSAL

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.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore 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.

PROPOSAL

- (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.

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.

PROPOSAL

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

PROPOSAL

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 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

PROPOSAL

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.

PROPOSAL

**VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder D'hand Construction, LLC ("Bidder")
Principal Office Address 600 S. Bounty Line Road, # 10
Local Office Address ^{same} Bensenville, IL 60106
Contact Person Joe DiFronzo Telephone 630-694-8600

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. _____ 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**

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 A; (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 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. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|----------|-------------------------------|------|----------|------------|---------------|
| 1 | PCC Curb & Gutter Replacement | LF | 2,224 | \$ 28.00 | \$ 62,272.00 |
| 2 | PCC Sidewalk Replacement 4" | SF | 21,875 | \$ 9.60 | \$ 210,000.00 |
| 3 | PCC Sidewalk Replacement 6" | SF | 2,100 | \$ 9.75 | \$ 20,475.00 |
| 4 | ADA Panels | EA | 9 | \$ 250.00 | \$ 2,250.00 |
| 5 | Detectable Warnings | SF | 226 | \$ 22.00 | \$ 4,972.00 |

TOTAL CONTRACT PRICE:

TWO HUNDRED NINETY NINE THOUSAND
 NINE HUNDRED SIXTY NINE
 _____ Dollars
 (in writing)

and ZERO Cents
 (in writing)

299,969 Dollars
 (in figures)

and 00 Cents
 (in figures)

D. BASIS FOR DETERMINING PRICES

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 estimates only, the Municipalities reserve 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.

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 24th day of February, 2014.

Attest/Witness: D'hand Construction, LLC
Bidder

By: [Signature]

By: [Signature]

Title: MEMBER

Title: Member

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

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

John DiFranzo ("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 _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

| <u>TITLE</u> | <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|--------------------|-----------------------|
| President | _____ | _____ |
| Vice President | _____ | _____ |
| Secretary | _____ | _____ |
| Treasurer | _____ | _____ |

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of ILLINOIS pursuant to that certain Partnership Agreement dated as of 12/17/2002, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Dhand Construction, LLC

The general partners of the partnership are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|--------------------------|---------------------------|
| <u>John DiFronzo</u> | <u>Glenview, IL 60025</u> |
| <u>Giuseppe DiFronzo</u> | <u>Glenview, IL 60025</u> |
| <u>Anna Landone</u> | <u>Chicago, IL 60661</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 24th day of February, 2014.

Attest/Witness:

D'Long Construction, LLC
Bidder

By: [Signature]

By: [Signature]

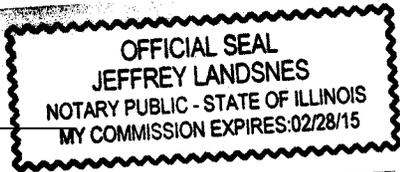
Title: MEMBER

Title: PRESIDENT

Subscribed and Sworn to
before me this 3 day
of MARCH, 2014.

My Commission Expires: _____

[Signature]
Notary Public



[SEAL]

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

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE
VILLAGE OF CARY
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
VILLAGE OF LIBERTYVILLE
VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH

CONTRACT FOR

2014 CURB & SIDEWALK PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

John DiFronzo ("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: Concrete Contractor

2. Composition of Work

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

___% Federal ___% As Contractor ___% Bidder's Forces
95% Other Public ___% As Subcontractor ___% Subcontractors

ACKNOWLEDGEMENT

5 % Private

____ % 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: 17 1/2 years

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>Dept of Human Rights</u> | _____ | <u>116325-00</u> | <u>2/20/14</u> |
| <u>IDOT</u> | <u>Cert of Eligibility</u> | <u>1360</u> | <u>4/30/14</u> |

6. **Related Experience**

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

| | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
|------------------|---|---|--|
| Owner Name | <u>Village of Clarendon Hills</u> <u>2013 Sidewalk</u> | <u>City of Lake Forest</u> <u>2013 Concrete Pavement</u> | <u>Village of Hinsdale</u> <u>2012 50/50 Sidewalk</u> |
| Owner Address | <u>1 W. Prospect Ave</u> <u>Clarendon Hills, IL</u> | <u>800 N. Field Dr</u> <u>Lake Forest, IL</u> | <u>19 E. Chicago Ave</u> <u>Hinsdale, IL</u> |
| Reference | <u>Chris Boone</u> | <u>Bernard Powdexter</u> | <u>AL DIAZ</u> |
| Telephone Number | <u>630-286-4750</u> | <u>847-810-3553</u> | <u>630-789-7029</u> |

ACKNOWLEDGEMENT

| | | | |
|--------------|---------------------------|---------------------------|-----------------------------|
| Type of Work | <u>Sidewalk</u> | <u>Pavement &</u> | <u>Sidewalk</u> |
| | <u>& CURB</u> | <u>CURB</u> | <u>curb</u> |
| | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |

| | | | |
|-----------------|-------|-------|-------|
| Contractor | _____ | _____ | _____ |
| (If Bidder was) | _____ | _____ | _____ |
| (Subcontractor) | _____ | _____ | _____ |

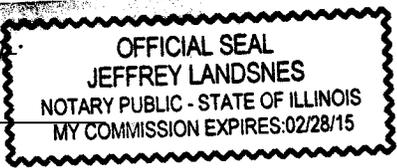
| | | | |
|--------------------|-----------------|-----------------|------------------|
| Amount of Contract | <u>50,000</u> | <u>100,000</u> | <u>74,310</u> |
| Date Completed | <u>Nov 2013</u> | <u>Dec 2013</u> | <u>July 2012</u> |

DATED this 24th day of February, 2014.

| | |
|------------------------|---------------------------------|
| Attest/Witness: | <u>D'land Construction, LLC</u> |
| | Bidder |
| By: <u>[Signature]</u> | By: <u>[Signature]</u> |
| Title: <u>MEMBER</u> | Title: <u>Member</u> |

Subscribed and Sworn to before me this 3 day of March, 2014. My Commission Expires: _____

[Signature]
Notary Public



[SEAL]

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

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VILLAGE OF LAKE VILLA
VILLAGE OF LAKE ZURICH
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VILLAGE OF MUNDELEIN
VILLAGE OF ROUND LAKE BEACH**

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SPECIAL PROVISIONS

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.

The term “Municipalities” refers to the Village of Grayslake, Village of Cary, Village of Fox River Grove, Village of Lindenhurst, Village of Lake Villa, Village of Lake Zurich, Village of Libertyville, Village of Mundelein, and Village of Round Lake Beach.

AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

CONTRACT TIME

Contractor shall complete the Work no later than August 18, 2014.

OTHER SPECIAL PROVISIONS

1. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
2. The Contractor shall notify the Municipalities at least forty-eight (48) hours prior to the commencement of work. Limits of construction will be delineated by a municipal representative.
3. The Contractor may remove mailboxes if they interfere with the operations. Upon completion of the work or when requested by the municipal representative, the Contractor

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shall replace all mailboxes at his expense and the mailboxes shall be in as good or better condition as when they were removed.

4. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the policy of insurance shall also include the Municipalities as an additional insured.
5. All material (PCC) must be approved by the State of Illinois and certified inspection tickets shall be furnished to the municipal representative.
6. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.

TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the municipal representative and in accordance with applicable parts of Article 107.14 and 107.15 of the Standard Specifications.

Special attention is called to Articles 107.09, 107.14, and 107.18 of the Standard Specifications and the following:

- a) Highway Standards; 701501-05, 701801-04, 701901-01
- b) Supplemental Specifications and Recurring Special Provisions Adopted January 1, 2012, or latest addition, and
- c) other special provisions relating to traffic control

The cost of any material, labor or equipment necessary for traffic control and protection to comply with the above shall be considered as incidental to the cost of the project.

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LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for replacing various sections of PCC Sidewalk and PCC Curb & Gutter throughout the Municipalities at locations determined by the municipal representative. Only sections of sidewalk and curb and gutter that are clearly marked at each location and listed on the replacement list or map shall be removed and replaced and accounted for in the Schedule of Prices. The Contractor is **not** guaranteed the total annual quantity as listed in the Schedule of Prices under the items of PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6", PCC CURB & GUTTER REPLACEMENT, ADA PANELS, and DETECTABLE WARNINGS (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for any disturbances to nearby or adjacent residential and municipal property. In the event of a disturbance during the replacement of a specified section of sidewalk and/or curb and gutter the contractor must restore the damaged property back to as good or better condition than original and to the approval of the municipal representative.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the excavations. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

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KEEPING STREET OPEN TO TRAFFIC

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of Sidewalk and/or Curb & Gutter at any private driveway the homeowner must be notified **twenty-four (24) hours** in advance of the repair. When both Sidewalk and Curb & Gutter repairs are required through the same driveway, these two items shall be replaced simultaneously to minimize disruption to the homeowner. The length of the driveway closure shall not exceed **ninety-six (96) hours** unless agreed to by the Village Representative and homeowner.

AGGREGATE BASE REPAIR

This work shall be constructed in accordance with the applicable articles of Section 301 and 311, except Articles 301.04 and 301.05 shall not apply, of the Standard Specifications and the detail(s) included herein. This work shall include the excavation and removal of any unsuitable material as designated by the municipal representative following the removal of existing Sidewalk and/or Curb & Gutter. The excavated area shall then be backfilled with new crushed stone (CA-6) to the lines and grades of the existing aggregate subbase or as directed by the municipal representative. The aggregate shall be placed in lifts not to exceed 8" and each layer shall be compacted to the satisfaction of the municipal representative.

This work **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6" and PCC CURB & GUTTER REPLACEMENT respectively.

PCC SIDEWALK REMOVAL AND REPLACEMENT 4"

This work shall consist of the removal, disposal, and replacement of existing sidewalk and the construction of new sidewalk in accordance with Sections 440 and 424 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the

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municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4". If

the Contractor removes or damages the existing sidewalk outside the limits designated by the

municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 4".

The thickness of the new sidewalk shall be 4" (inches) or equal to the thickness of the existing sidewalk whichever is greater. However, if the section of sidewalk that is being replaced is within the limits of a driveway, the thickness of the new Sidewalk shall be minimum of 6" (inches) or equal to the thickness of the existing sidewalk whichever is greater.

This work shall be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC SIDEWALK REMOVAL AND REPLACEMENT 6":

This work shall be done in accordance with Sections 202, 205, 301, 351, 424 and 440 of the Standard Specifications. This work shall include removal of the existing sidewalk, removal of any tree roots, and subgrade if necessary to allow for placement of a minimum 4-inch thickness of CA-6 crushed stone or crushed gravel on a compacted subgrade and installation of Portland Cement Concrete sidewalk to a minimum thickness of 6-inches.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 6". If

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the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 6”.

If the sidewalk is constructed through a driveway the minimum thickness shall be 6-inches. Sidewalk construction across driveways will be saw cut on both sides adjacent to the driveway to reduce the possibility of damage to the driveway. Any damage done to the driveway will be saw cut and squared off and repaired with like materials and thickness and such repair will be considered incidental to the sidewalk removal replacement 6”.

The cost for overcutting and filling, saw cutting, driveway removal and replacement, shall be considered as included in the cost of the pay item.

This work will be paid for at the contract unit prices per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6”, which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC CURB & GUTTER REPLACEMENT

This work shall consist of the removal, disposal, and replacement of existing damaged Curb & Gutter, or required for the construction of handicap ramps. The construction of new Curb & Gutter system is in accordance with Sections 440 and 606 of the Standard Specifications and as directed by the municipal representative.

The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut **will not** be measured for payment and shall be incidental to the price for PCC CURB & GUTTER REPLACEMENT. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the municipal

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representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground adjacent to the Curb & Gutter, which is removed or disturbed during the removal operations, shall be restored to its original condition and to the satisfaction of the municipal representative after the new curb and gutter has been constructed. This restoration **will not** be measured for payment, and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC CURB & GUTTER REPLACEMENT.

This work will be paid for at the contract unit price per LINEAR FOOT as PCC CURB & GUTTER REPLACEMENT. Which price includes all labor, material, and equipment necessary to remove and replace the Curb & Gutter as specified herein.

ADA PANELS

The Contractor shall provide and install brick red, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the municipal representative. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type *MetaPanels TM, manufactured by Metadome*, by: *Pioneer Supply* - (262) 560-1720. Any ramp panel substitutions must be submitted in writing to the municipal representative.

Basis of Payment: This work will be paid for at the contract unit price per EACH for ADA PANELS, which price includes all labor, material, and equipment necessary for the installation of ADA panels as specified herein.

DETECTABLE WARNINGS

The work under this item shall consist of furnishing and placing a detectable warning surface at those locations designated by the municipal representative as sidewalk ramps accessible to the disabled.

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The detectable warning surface shall be: Pre-fabricated panel, as manufactured by Armor-Cast, or owner-approved equal. The detectable warning shall comply with the Illinois Accessibility Code (IAC), and shall be red in color.

Basis of Payment: This work will be paid for at the Contract Unit Price per SQUARE FOOT for DETECTABLE WARNINGS.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per LINEAR FOOT for CURB & GUTTER

REPLACEMENT, SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4", SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", EACH for ADA REPLACEMENT, and SQUARE FOOT for DETECTABLE WARNINGS as specified in the Schedule of Prices.

SCHEDULE OF QUANTITIES (Next Page)

The table below represents estimated quantities provided by the Municipalities. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

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| Item Description | Unit | Grayslake | Cary | Fox River Grove | Lindenhurst | Lake Villa | Lake Zurich | Libertyville | Mundelein | Round Lake Beach |
|---|------|-----------|-------|-----------------|-------------|------------|-------------|--------------|-----------|------------------|
| PCC CURB & GUTTER REPLACEMENT | LF | 100 | 100 | 40 | 134 | 250 | 630 | 20 | 750 | 200 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 4" | SF | 1,200 | 6,000 | 2,500 | 400 | 1,575 | 3,700 | 4,000 | 1,000 | 1,500 |
| PCC SIDEWALK REMOVAL AND REPLACEMENT 6" | SF | 0 | 300 | 100 | 200 | 0 | 400 | 1,000 | 0 | 100 |
| ADA PANELS | EA | 0 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| DETECTABLE WARNINGS | SF | 0 | 0 | 0 | 0 | 16 | 100 | 60 | 0 | 50 |