



Public Works Contractor Information Form

This form constitutes an official certification of wages and benefits paid to workers, laborers, and mechanics working on the public works projects identified below.

Note: Use Separate Page (add page) to Provide Information for Each Project Subcontractor.

Contractor and/or Subcontractor

Contractors Electric Service
(Company Name)

Kieran Kirby
(Contact Name)

County where work was performed: Lake

33265 N US Hwy 45
(Street Address)

Wildwood
(City)

Are you signatory to union contract? Yes No

Are you a member of a Contractor's Association? Yes No
If yes, which one?

IL 60030
(State) (Zipcode)

847-223-4682
(Telephone Number)

Does Association negotiate contract on your behalf? Yes No

Date of Project. From: 6/16/14 To: 6/29/14

Name of project: Electrical Maint.

Type of construction: Building Highway

Work performed for: Village of Grayslake 10 S. Semnar Grayslake
(Public Body Name) (Public Body Address)

Trade Classification	Total ST Hours	Total OT Hours	Basic Hourly Rate	M-F OT	SAT OT	SUN/HOL OT	Hourly H/W	Hourly ** Pension	Hourly Vacation	Hourly Training
<u>Electrician</u>	<u>3</u>	<u>-</u>	<u>39.40</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13.59</u>	<u>15.71</u>	<u>-</u>	<u>.64</u>

Foreman Classification

Total Hours - Include total hours worked in each classification when total benefit packet is the same. If not the same, use separate line for each.
Overtime Wages - Indicate overtime as 1.5 (time and one-half), 2.0 (double time).
Hourly Benefits - List hourly amounts paid on behalf of the employees ABOVE their basic hourly wage toward pension, medical insurance (H/W), and vacation. Do not include any amounts which are DEDUCTED from their wages.

** Combined Pension and Annuity

The undersigned hereby certifies that the information provided herein is correct.

Date 7/8/14

Signature

Kieran Kirby

Certified Transcript of Payroll

IDOL Case File Number:

Payroll Start: 6/23/2014

Payroll End: 6/29/2014

Contractor and/or Subcontractor

Public Body Information

(Contract Number)	CONTRACTORS ELECTRIC SERVICE, INC. (Company Name)	KIERAN KIRBY (Contact Name)	VILLAGE OF GRAYSLAKE (Public Body Name)	(Contact Name)
(Project Number)	33265 N. US HWY. 45 (Street Address)	WILDWOOD (City)	10 S. SEYMOUR (Street Address)	GRAYSLAKE (City)
(Project Location)	IL 60030 847-223-4682 (State) (Zipcode) (Telephone Number)		IL 60030 847-223-8515 (State) (Zipcode) (Telephone Number)	
ELECTRICAL MAINTENANCE (Project Location)				

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number		* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period	
		SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net
MICHAEL MURATORI 2885 KINGSTON DR. ISLAND LAKE, IL 60042 847-526-55152 SS# 8925	PW				2				2		39.4		135.12	
	N													
Labor Classification ELECTRICIAN		Hourly Fringe Benefit:		Pension: 15.71	Health/Welfare: 11.81 F		Vacation: 0		Training: .64					
	PW													
	N													
Labor Classification		Hourly Fringe Benefit:		Pension:	Health/Welfare:		Vacation:		Training:					
	PW													
	N													
Labor Classification		Hourly Fringe Benefit:		Pension:	Health/Welfare:		Vacation:		Training:					

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked

Certified Transcript of Payroll

IDOL Case File Number:

Payroll Start: 06/16/2014

Payroll End: 06/22/2014

Contractor and/or Subcontractor

Public Body Information

CONTRACTORS ELECTRIC SERVICE, INC. (Company Name)
KIERAN KIRBY (Contact Name)
33265 N. US HWY. 45 (Street Address)
WILDWOOD (City)
IL 60030 847-223-4682 (State) (Zipcode) (Telephone Number)

VILLAGE OF GRAYSLAKE (Public Body Name)
10 S. SEYMOUR (Street Address)
GRAYSLAKE (City)
IL 60030 847-223-8515 (State) (Zipcode) (Telephone Number)

(Contract Number)
(Project Number)
ELECTRICAL MAINT.
(Project Location)

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address
Last Four of SSN & Telephone Number

MARC DIAZ
2109-33rd ST.
KENOSHA, WI 53140
847-867-0307
SS# 4327

Labor Classification

ELECTRICIAN

	* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period	
	SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net
PW						1		1		39.4		67.56	
N													
Hourly Fringe Benefit: Pension: 15.71 Health/Welfare: 11.81 F Vacation: 0 Training: .64													
PW													
N													
Hourly Fringe Benefit: Pension: Health/Welfare: Vacation: Training:													
PW													
N													
Hourly Fringe Benefit: Pension: Health/Welfare: Vacation: Training:													

Labor Classification

Labor Classification

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked

Public Works Contractor Information Form

This form constitutes an official certification of wages and benefits paid to workers, laborers, and mechanics working on the public works projects identified below.

Note: Use Separate Page (add page) to Provide Information for Each Project Subcontractor.

Contractor and/or Subcontractor

Contractors Electric Service Inc. Kieran Kirby
(Company Name) (Contact Name)

County where work was performed: Lake

33265 N US Hwy 45
(Street Address)

Wildwood
(City)

Are you signatory to union contract? Yes No

Are you a member of a Contractor's Association? Yes No
If yes, which one?

IL 60030
(State) (Zipcode)

847-223-4682
(Telephone Number)

Does Association negotiate contract on your behalf? Yes No

Date of Project. From: 5/12/14 To: 5/25/14

Name of project:

Electric Maint.

Type of construction:

Building Highway

Work performed for:

Village of Grayslake
(Public Body Name)

10 S. Seymour Grayslake, IL
(Public Body Address)

Trade Classification	Total ST Hours	Total OT Hours	Basic Hourly Rate	M-F OT	SAT OT	SUN/HOL OT	Hourly HW	Hourly Pension	Hourly Vacation	Hourly Training
<u>Electrician</u>	<u>7.5</u>		<u>39.40</u>				<u>13.59</u>	<u>15.71</u>	<u>-</u>	<u>.64</u>

Foreman Classification

Total Hours - Include total hours worked in each classification when total benefit packet is the same. If not the same, use separate line for each.
Overtime Wages - Indicate overtime as 1.5 (time and one-half), 2.0 (double time).
Hourly Benefits - List hourly amounts paid on behalf of the employees ABOVE their basic hourly wage toward pension, medical insurance (HW), and vacation. Do not include any amounts which are DEDUCTED from their wages.

** Combined Pension and Annuity

The undersigned hereby certifies that the information provided herein is correct.

Date

6/3/2014

Signature

Kieran Kirby

Certified Transcript of Payroll

IDOL Case File Number:

Payroll Start: 05/19/2014

Payroll End: 05/25/2014

Contractor and/or Subcontractor

Public Body Information

Contractors Electric Service
(Company Name)

Kieran Kirby
(Contact Name)

Village of Grayslake
(Public Body Name)

(Contact Name)

(Contract Number)

33265 N. US Hwy 45
(Street Address)

Wildwood
(City)

10 S. Seymour
(Street Address)

Grayslake
(City)

(Project Number)

IL 60030
(State) (Zipcode)

847-223-4682
(Telephone Number)

IL 60030
(State) (Zipcode)

847-223-8515
(Telephone Number)

Electric Maint.
(Project Location)

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address
Last Four of SSN & Telephone Number

Marc Diaz
7616-16th Ave.
Kenosha, WI 53143
847-867-0307
Labor Classification SS# 4327

Electrician

Labor Classification

Labor Classification

	* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period		
	SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net	
PW			6.5					6.5		39.40		439.14		
N														
Hourly Fringe Benefit:		Pension:		15.71	Health/Welfare:		11.81	F	Vacation:		-	Training:		.64
PW														
N														
Hourly Fringe Benefit:		Pension:			Health/Welfare:				Vacation:			Training:		
PW														
N														
Hourly Fringe Benefit:		Pension:			Health/Welfare:				Vacation:			Training:		

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked



VILLAGE OF GRAYSLAKE

CONTRACT

2014 STREET LIGHT MAINTENANCE

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder HUCKER ELECTRIC COMPANY ("Bidder")
Principal Office Address 1620 YORKHOUSE RD., WAUKEGAN, IL 60087
Local Office Address (same)
Contact Person BILL HUCKER Telephone Number 847-662-8384

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

Attention: Michael J. Ellis
Village Manager

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 the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Project Specifications
- D. Certifications of Insurance Coverage

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. General Standard. All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
- 2. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

4. Bonds and Insurance. Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;

5. Taxes. Pay all applicable federal, state, and local taxes;

6. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall 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 below.

A. SCHEDULE OF PRICES See Attachment B

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
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

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. 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.

4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. 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. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. 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. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, 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. 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. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability Insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability Insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; prevailing wage laws; any statutes requiring preference to laborers of specified classes; 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; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) (Act) applies to this Contract, it is the Bidder'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 Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder 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 Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder 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.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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 33 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. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder 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 Bids set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

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

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

any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

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

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this

Contract/Proposal shall be effective unless and until such the Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("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. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder 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 this Contract.

N. Relationship of the Parties. Bidder 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 Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder'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. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder'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.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier,

change is reduced to writing and executed and delivered by and subcontract shall not relieve Bidder 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 Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder 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.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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 Bidder.

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

Q. Cleanliness of the Work Site and Environs. Bidder 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. Bidder 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 Bidder 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 Bidder.

R. 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 Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision

of law required by law to be inserted into this
Contract/Proposal shall be deemed to be inserted herein.

DATED this 25th day of March, 2014.

Bidder's Status: IL Corporation () Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: HUCKER ELECTRIC COMPANY

Doing Business As (if different): n/a

Signature of Bidder or Authorized Agent: *William Huck*

Printed Name: WILLIAM HUCKER

(corporate seal) (if corporation)

Title/Position: VICE PRESIDENT

Bidder's Business Address: 1620 YORKHOUSE RD
WAUKEGAN, IL 60087

Bidder's Business Telephone: 847-662-8384 Facsimile: 847-662-8561

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
JOHN HUCKER	PRESIDENT	1620 YORKHOUSE RD WAUKEGAN IL 60087
WILLIAM HUCKER	VICE PRESIDENT	1620 YORKHOUSE RD WAUKEGAN, IL 60087
JOHN HUCKER	TREASURER	1620 YORKHOUSE RD WAUKEGAN, IL 60087
WILLIAM HUCKER	SECRETARY	1620 YORKHOUSE RD WAUKEGAN, IL 60087

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 23rd day of April, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

UBK
By 
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS

- I. Project: Street light maintenance.
- II. Work Site: Village of Grayslake, IL
- 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: April 30, 2015
- 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:

ATTACHMENT A

\$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:

No

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

SINCE 1920

HUCKER ELECTRIC

THE FAST RESPONSE TEAM

(888) HUCKER-1
(847) 882-8384 IL
(262) 858-8878 WI
(847) 862-8581 FAX

www.huckerelectric.com



1820 Yorkhouse Road
Waukegan, IL 60087

WI Electrical Contractor Certification #04733

March 26, 2014

Dear Mr. Riggs:

Thank you for allowing HUCKER ELECTRIC COMPANY to prepare this proposal for you. We sincerely hope that our proposal meets all of the requirements for your project.

In order to accept this proposal, please follow these easy steps:

1. Read the entire proposal carefully. If you have any questions or concerns at all feel free to call me.
2. Enclosed are two copies of the proposal. Sign the "ACCEPTANCE OF PROPOSAL" section of one copy and retain the other for your records.
3. Mail or fax the signed proposal to our office.
4. If a purchase order is to be issued we will need a complete copy of the purchase order that references this proposal in its entirety.
5. When the signed proposal is received at our office we will order required material and then contact you about scheduling.
6. If the project must begin immediately we can make arrangements for the signed proposal to be picked up prior to the start of work.

If you decided to alter your project we will be happy to revise the proposal accordingly. If you find this proposal to be higher than you have budgeted, consider calling to speak with me as there may be ways the job scope can be changed to save you money.

We are very pleased that you selected HUCKER ELECTRIC COMPANY, and we look forward to demonstrating what REAL SERVICE means.

Best regards,

Bill Hucker, Vice-President

SINCE 1920

HUCKER ELECTRIC

THE FAST RESPONSE TEAM

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(847) 862-8384 IL
(202) 650-8878 WI
(847) 862-8561 FAX

www.huckerelectric.com



1620 Yorkhouse Road
Waukegan, IL 60087

WI Electrical Contractor Certification #04733

Proposal

Attn: Peter Riggs
Customer: Village of Grayslake
10 S. Seymour

Grayslake, IL 60030
Phone: (847) 223-2323

Proposal #: 234880-1
Date: March 26, 2014
Prepared By: Bill Hucker, Vice-President
Job Title: T&M Labor & Aerial Truck Rates

Job Location: Electric Repairs as Needed

HUCKER ELECTRIC COMPANY agrees to provide labor and material as described below:

Hourly labor rate per electrician during normal working hours: \$150.00
Hourly equipment rate for aerial truck with 55' platform height: \$55.00

Normal working hours are 7:00 AM through 3:30 PM, Monday through Friday, excluding holidays
Other equipment or material charges would be applied in addition to the above rates
Port to port travel charges would be applied to each workday
A certificate of insurance should already be on file with the village

Proposal Conditions

Limited Warranty: HUCKER ELECTRIC COMPANY warrants its materials and workmanship to be free from defects for one (1) year after performance, unless otherwise specified in writing. This warranty does not cover faults caused by misuse, negligence, or damage caused by acts of God including, but not limited to, earthquakes. There is no warranty on light bulbs. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede HUCKER ELECTRIC COMPANY'S warranty. This warranty is the only warranty by HUCKER ELECTRIC COMPANY to CUSTOMER, and is in lieu of all other warranties, expressed or implied. This warranty is in effect only after payment in full for work performed. CUSTOMER shall telephone HUCKER ELECTRIC COMPANY within twenty-four (24) hours of discovery of any warranty claim. HUCKER ELECTRIC COMPANY will respond with reasonable promptness between the hours of 7:00 a.m. to 3:00 p.m. Monday through Friday, excluding holidays. HUCKER ELECTRIC COMPANY shall not be liable for damage resulting from any defect or from any delay in responding to said warranty. CUSTOMER must take reasonable steps to mitigate damages. HUCKER ELECTRIC COMPANY shall not be liable for lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by this limited warranty.

Proposal price does not include cost of electrical permit (if required) or cost of procurement, drawings or other documentation required to obtain the permit.

Any information included in or with this proposal such as, but not limited to, drawings, photographs, design details or specifications are intended for the sole use of HUCKER ELECTRIC COMPANY to communicate the proposed scope of work with the CUSTOMER and are not to be used as a design or bid specifications by others.

Unless otherwise specified, all materials and scrap removed from CUSTOMER'S premise as part of the proposed scope of work becomes the property of HUCKER ELECTRIC COMPANY. At HUCKER ELECTRIC COMPANY'S discretion, these materials or scrap may be disposed of in CUSTOMER'S waste container or disposed of or recycled off site.

HUCKER ELECTRIC COMPANY must be in receipt of this proposal signed by CUSTOMER or CUSTOMER'S AGENT, (or a written contract or purchase order provided by CUSTOMER that references this proposal in its entirety) prior to scheduling, ordering materials, obtaining permits or proceeding with work.

This proposal represents the entire agreement between HUCKER ELECTRIC COMPANY and CUSTOMER. There are no representations, warranties, promises or other understandings unless expressly included herein.

CUSTOMER will be notified of any additional work or delays resulting from changes, additions, alterations, un-planned overtime hours or other modifications in the proposed work and would be charged on a time and material basis as HUCKER ELECTRIC COMPANY deems consistent for authorized changes. If requested by the CUSTOMER or at the discretion of HUCKER ELECTRIC COMPANY a written change order for additional work, excluding previous delays, may be submitted to CUSTOMER for approval prior to proceeding with additional work.

HUCKER ELECTRIC COMPANY will not be held liable for damages resulting from errors or omissions in designs by others, nor for inadequacies of materials or equipment specified or supplied by others.

Page 1 of 2

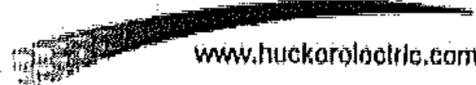
COMMERCIAL • RESIDENTIAL • EMERGENCY SERVICE • LIGHTING MAINTENANCE • AERIAL TOWER SERVICE

SINCE 1929

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www.huckerelectric.com



1620 Yorkhouse Road
Waukegan, IL 60087

WI Electrical Contractor Certification #04733

Proposal price does not include, other than specified above, any repairs or additions or work required by the electrical inspector or any other authority having jurisdiction.

In the event that this job is postponed or delayed for any reason, the amount for work completed to date including materials purchased will be invoiced and will be due per the terms of this proposal.

Any applicable discounts have been applied to this proposal price.

It is agreed between the parties hereto that this proposal shall become a valid and binding contract upon acceptance by CUSTOMER, or CUSTOMER'S AGENT. All right, title and interest in and to the property, material, equipment and fixtures installed under this contract shall remain the property of HUCKER ELECTRIC COMPANY under the terms of this contract until payment has been made in full.

When this proposal has been accepted, HUCKER ELECTRIC COMPANY shall promptly order the materials required for performance, and the contract shall not be subject to cancellation other than due to "acts of God", in which case HUCKER ELECTRIC COMPANY shall be reimbursed for the cost of the materials which it obtained plus twenty five percent markup; and also for any labor expended prior to cancellation.

In the event of any breach of the terms, covenants, and conditions herein contained (other than by HUCKER ELECTRIC COMPANY), CUSTOMER shall be liable to HUCKER ELECTRIC COMPANY for all of its expenses in enforcing said terms, covenants, and conditions, including reasonable attorney's fees incurred by HUCKER ELECTRIC COMPANY as a result thereof.

All of the work to be performed by HUCKER ELECTRIC COMPANY shall be performed in a proper workmanlike manner.

This contract shall be interpreted in accordance with the laws of the State of Illinois, and should either party seek Court enforcement of or relief from said contract, the parties agree to utilize as their tribunal the Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

Each paragraph and provision of this contract is severable if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

The price, terms and conditions as mentioned herein may be changed if CUSTOMER'S acceptance is not in our hands within 30 days from the proposal date.

We propose hereby to furnish labor and material - complete in accordance with the above specifications for the amount of:

Zero and 00/100 dollars

IF AMOUNT EQUALS ZERO - SEE PRICING ABOVE

60 Days - IL Prompt Payment Act

PAYMENT TERMS PAYMENT SHALL BE DUE WITHIN TEN (10) DAYS OF INVOICE for work completed and materials supplied. Any balance unpaid after ten (10) days shall bear interest at the rate of two percent (2%) per month (or any fraction thereof) until paid.

60

1%

Proposal Submitted By: Bill Hucker, Vice-President

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. I authorize HUCKER ELECTRIC COMPANY to do the work specified. Payment will be made as outlined above.

CUSTOMER or CUSTOMER'S AGENT *[Signature]* Date of Acceptance 4/23/14

Print Name Here Mike Ellis Title Village Manager

STATE OF ILLINOIS }
 } SS
COUNTY OF LAKE }

ATTACHMENT D
CERTIFICATIONS OF INSURANCE COVERAGE

Hucker Electric Company, as Contractor, and Heather Knight representative of contractor's insurer Erie Ins ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

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

Dated this 14th day of April, 2014.

Attest/Witness

CONTRACTOR

By: *William Hucker*
By: William Hucker

Title: Vice President

Title:

Subscribed and sworn to before me
this 14th day of April, 2014.

My Commission Expires:

Kristen L Cade
Notary Public



5/23/16

Attest/Witness

CONTRACTOR'S INSURER

By: *Heather Knight*
By: Heather Knight

Title: Commercial Lines CSR

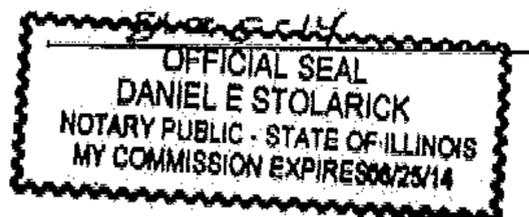
Title:

Subscribed and sworn to before me
this 14th day of April, 2014.

My Commission Expires:

Daniel E Stolarick
Notary Public

SEAL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2014

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 Stolarick & Company, Inc. 4673 Grand Avenue Gurnee IL 60031-	CONTACT NAME: Heather Knight
	PHONE (A/C, No. Ext): (847) 360-1300 FAX (A/C, No.): (847) 360-1309
	E-MAIL ADDRESS: heather@stolarickins.com
INSURED Huckor Electric Company 1620 Yorkhouse Road Waukegan IL 60087-	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E:
	NAIC #

COVERAGES CERTIFICATE NUMBER: 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.

INDR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY BPP (MM/DD/YYYY)	POLICY BXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	041-1450394	05/14/2013	05/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ca. occurrence) \$ 1,000,000 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 type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	005-1440020	05/14/2013	05/14/2014	COMBINED SINGLE LIMIT (Per 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"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$		029-1470001	05/14/2013	05/14/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	009-1400412	05/14/2013	05/14/2014	<input checked="" type="checkbox"/> WC STATU. TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - BA EMPLOYER \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Leased/Rented Equipment		041-1450394	05/14/2013	05/14/2014	(lim) 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured as it relates to General and Auto Liability: Village of Grayslake
A Waiver of Subrogation applies to the Workers Compensation policy in favor of the Village of Grayslake.

CERTIFICATE HOLDER () - (847) 223-4821 Village of Grayslake 10 S Seymour Ave Grayslake IL 60030-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Heather Knight</i>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization 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; or
 2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the 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.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED ENDORSEMENT

DEFINITIONS

"Additional Insured" means the person or organization shown on the "Declarations" as an "ADDITIONAL INSURED."

OUR PROMISE

Under Liability Protection, "we" will pay all sums the "Additional Insured" legally must pay as damages arising out of the acts or omissions of:

1. the "Named Insured" or any "relative;"
2. any employee or agent of the "Named Insured;" or
3. any other person, except the "Additional Insured" or any employee or agent of the "Additional Insured"

using an "auto we insure" with the "Named Insured's" permission.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom "we" make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to "us." That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or loss to impair them. "We" waive any right of recovery "we" may have against a person or organization identified as an "Additional Insured" in the "Declarations" because of payments "we" make for injury or damage arising out of the ownership, maintenance or use of a covered "auto" under a contract with that "Additional Insured."

SPECIAL CONDITIONS

1. If this policy is cancelled by "us," "we" will mail notice to the "Additional Insured" at least 30 days prior to the cancellation date. (*Maryland Exception: "We" will mail notice at least 30 days in advance of the effective date of cancellation for non-payment of premium. If this policy is cancelled by "us" for any other reason, "we" will mail notice at least 45 days in advance of the effective date of cancellation.*)
2. If this policy is cancelled by the "Named Insured," "we" will mail notice of cancellation to the "Additional Insured."
3. The "Additional Insured" will never be asked to pay a premium for this policy.
4. Protecting the "Additional Insured" under this policy shall not increase the limits of protection.

OTHER PROVISIONS

All other provisions of the policy apply.



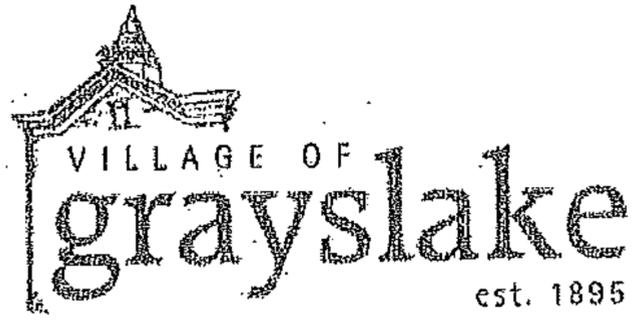
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Village of Grayslake

(Please see the Miscellaneous Information Page for Schedule.)



VILLAGE OF GRAYSLAKE

CONTRACT

2014 STREET LIGHT MAINTENANCE

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Geary Electric Inc. ("Bidder")
Principal Office Address 3151 Commercial Ave Northbrook, IL 60062
Local Office Address _____
Contact Person Harry Crawford Telephone Number 847-509-6815

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

Attention: Michael J. Ellis
Village Manager

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 the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Project Specifications
- D. Certifications of Insurance Coverage

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. General Standard. All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
- 2. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

- 3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. Bonds and Insurance. Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. Taxes. Pay all applicable federal, state, and local taxes;
- 6. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
- 7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall 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 below.

A. SCHEDULE OF PRICES See Attachment B

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
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

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. 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.

4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. 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. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. 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. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, 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. 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. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; prevailing wage laws; any statutes requiring preference to laborers of specified classes; 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; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder'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 Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder 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 Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder 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.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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 33 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. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder 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 Bids set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

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

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

any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

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

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this

Contract/Proposal shall be effective unless and until such the Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("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. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder 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 this Contract.

N. Relationship of the Parties. Bidder 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 Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder'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. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder'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.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier,

change is reduced to writing and executed and delivered by and subcontract shall not relieve Bidder 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 Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder 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.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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 Bidder.

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

Q. Cleanliness of the Work Site and Environs. Bidder 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. Bidder 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 Bidder 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 Bidder.

R. 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 Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision

of law required by law to be inserted into this
Contract/Proposal shall be deemed to be inserted herein.

DATED this 25th day of March, 2014.

Bidder's Status: () Illinois Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Geary Electric Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: Thomas J Berk

Printed Name: Thomas J Berk

(corporate seal) (if corporation) Title/Position: Vice President

Bidder's Business Address: 3151 Commercial Ave
Northbrook, IL 60062

Bidder's Business Telephone: 847-509-0540 Facsimile: 847-509-0512

If a Corporation or Partnership, list all Officers or Partners:

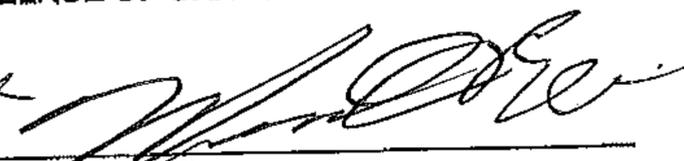
NAME	TITLE	ADDRESS
Julie Crawford	President	3151 Commercial Ave Northbrook, IL
Thomas J Berk	Vice President	3151 Commercial Ave Northbrook, IL
Julie Crawford	Secretary	3151 Commercial Ave Northbrook, IL
Thomas J Berk	Treasure	3151 Commercial Ave Northbrook, IL

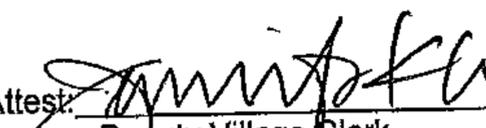
ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 23rd day of April, 2019.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

JBK
By 
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS

- I. Project: Street light maintenance.
- II. Work Site: Village of Grayslake, IL
- 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: April 30, 2015
- 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:

ATTACHMENT A

\$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:

No

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)



**Geary Electric, Inc.,
Electrical and Communication Solutions**

3151 Commercial Ave., Northbrook, IL 60062
Telephone (847) 509-0540 * Fax (847) 509-0512

March 27, 2014

Village of Grayslake
10 South Seymour Ave
PO Box 325
Grayslake, IL 60030

Attn: Peter Riggs

Re: 2013/2014 Labor Rates

We, Geary Electric Inc., are furnishing the following labor costs:

Electrical Rates

Labor 6/1/13-5/31/14:

Normal Hours: Monday thru Friday 7am to 3:30pm	\$99.00 per hour
Half Time: Monday through Friday after 3:30pm and Saturday 12:01 am till 3:30pm	\$148.00 per hour
Double Time: Saturday 3:31pm to 6:59am Monday Morning	\$198.00 per hour

Equipment:

Miscellaneous Equipment	cost plus 10%
Service Truck Change if required	\$6.00 per hour
35 Foot Bucket Truck	\$30.00 per hour
Crane	\$65.00 per hour

Material

Cost plus 10%

These labor rates are good through 5/31/2014

Rates Below are as of 6/1/2014 thru 5/31/2015

Normal Hours: Monday thru Friday 7am to 3:30pm	\$101.50 per hour
Half Time: Monday through Friday after 3:30pm and Saturday 12:01 am till 3:30pm	\$150.50 per hour
Double Time: Saturday 3:31pm to 6:59am Monday Morning	\$200.50 per hour

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2013

PRODUCER

Jeff Vukovich Insurance Agency
422 N. Northwest Hwy. Ste 170
Park Ridge, IL 60068
847-825-4783

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Geary Electric Inc.

3151 Commercial Ave.
Northbrook, IL 60062

INSURERS AFFORDING COVERAGE

INSURER	NAIC#
INSURER A: Nationwide Mutual Ins. Co.	02358
INSURER B: Crum and Forster	11123
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Nationwide 58-2625320	6-25-13	6-25-14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Nationwide 58-2625320	6-25-13	6-25-14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$	Nationwide 58-2625320	6-25-13	6-25-14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Crum & Forster 408-706196-4	6-25-13	6-25-14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Village of Grayslake
P O Box 325
Grayslake, IL 60030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]
15672

POLICY NUMBER: 58-2625320

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Village of Grayslake
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

Coverage under this endorsement shall be considered primary/non-contributory, but only for operations performed by you.



VILLAGE OF GRAYSLAKE

CONTRACT

2014 STREET LIGHT MAINTENANCE

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder CONTRACTORS ELECTRIC SERVICE, INC. ("Bidder")
 Principal Office Address 33265 N. US HWY 45 GRAYSLAKE, IL 60030
 Local Office Address SAME
 Contact Person KIERAN KIRBY Telephone Number (847) 223-4682

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

Attention: Michael J. Ellis
 Village Manager

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 the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Project Specifications
- D. Certifications of Insurance Coverage

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. **General Standard.** All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
- 2. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

- 3. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. **Bonds and Insurance.** Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. **Taxes.** Pay all applicable federal, state, and local taxes;
- 6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
- 7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. **Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall 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 below.

A. SCHEDULE OF PRICES See Attachment B

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
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

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. 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.

4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. 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. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. 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. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, 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. 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. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; prevailing wage laws; any statutes requiring preference to laborers of specified classes; 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; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder'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 Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder 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 Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder 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.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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 33 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. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder 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 Bids set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

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

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

any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

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

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this

Contract/Proposal shall be effective unless and until such the Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("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. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder 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 this Contract.

N. Relationship of the Parties. Bidder 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 Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder'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. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder'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.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier,

change is reduced to writing and executed and delivered by and subcontract shall not relieve Bidder 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 Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder 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.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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 Bidder.

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

Q. Cleanliness of the Work Site and Environs. Bidder 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. Bidder 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 Bidder 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 Bidder.

R. 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 Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision

of law required by law to be inserted into this
Contract/Proposal shall be deemed to be inserted herein.

DATED this 25th day of March, 2014.

Bidder's Status: () ILLINOIS Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: CONTRACTORS ELECTRIC SERVICE, INC.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: *Kieran Kirby*

Printed Name: KIERAN KIRBY

(corporate seal) (if corporation)

Title/Position: PRESIDENT

Bidder's Business Address: 33265 N. US HWY. 45 GRAYSLAKE, IL 60030

Bidder's Business Telephone: (847) 223-4682 Facsimile: (847) 223-8693

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
KIERAN KIRBY	PRESIDENT	510 KEVIN LN. GRAYSLAKE

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 23rd day of April, 2014.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

UBK
By 
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Street light maintenance.
- II. Work Site: Village of Grayslake, IL
- 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: April 30, 2015
- 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:

No

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

PROPOSAL

PAGE NO. 1

CONTRACTORS ELECTRIC SERVICE, INC.

P.O. BOX 394
GRAYSLAKE, IL 60030
PHONE: (847)223-4682 FAX:(847-)223-8693

PROPOSAL SUBMITTED TO	PHONE/FAX	DATE:
VILLAGE OF GRAYSLAKE	847 223 8515 / 847 223 4821	4/7/2014
STREET	JOB NAME	
TEN SOUTH SEYMOUR	TIME & MATERIAL	
CITY-STATE AND ZIP CODE	JOB LOCATION	
GRAYSLAKE IL. 60030	GRAYSLAKE	
ARCHITECT	DATE OF PLAN	JOB PHONE

We hereby submit specifications and estimates for: PROPOSAL FOR ELECTRICAL WORK AS FOLLOWS:

Thank you for considering Contractors Electric Service to complete your upcoming work.
The following is a time and material rate for all work performed:

Hourly rate is \$105.00
Material at contractors rate.
Service call fee of \$50.00
Jobs 8 hours and over the service call fee will be waived.
All work will be billed upon progression/100% completion with
payment due in 30 days.

We Propose hereby to furnish material and labor - complete in accordance with above specification, for the sum of:

DOLLARS:

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes. Accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Authorized
Signature:

Kieran Kirby

Note: this proposal may be
withdrawn by us if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Signature

Signature

DATE OF ACCEPTANCE:

THE UNDERSIGNED AGREES THAT IF LEGAL ACTION IS NECESSARY TO ENFORCE THE TERM OF THIS AGREEMENT OR COLLECT PAYMENT THEREON, THEN THE UNDERSIGNED SHALL BE RESPONSIBLE FOR ALL ATTORNEYS FEES AND COSTS ASSOCIATED WITH SUCH ENFORCEMENT OR COLLECTION ACTION

STATE OF ILLINOIS }
 } SS
COUNTY OF LAKE }

ATTACHMENT D
CERTIFICATIONS OF INSURANCE COVERAGE

KIERAN KIRBY, as Contractor, and STEVEN WARD, as representative of contractor's insurer FEDERATED INS ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

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

Dated this 9th day of April, 2014.

Attest/Witness

CONTRACTOR

By: Kieran Kirby
By: _____

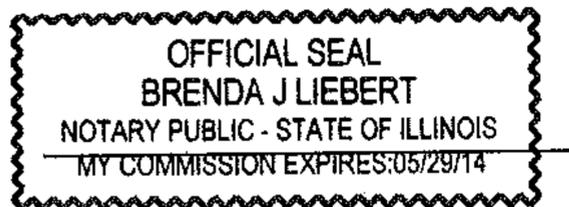
Title: President

Title:

Subscribed and sworn to before me
this 9th day of April, 2014.

My Commission Expires:

Brenda J Liebert
Notary Public
SEAL



Attest/Witness

CONTRACTOR'S INSURER

By: Steven C Ward
By: _____

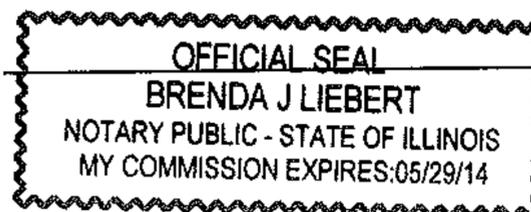
Title: Marketing Representative

Title:

Subscribed and sworn to before me
this 9th day of April, 2014.

My Commission Expires:

Brenda J Liebert
Notary Public
SEAL



FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. Paragraph C. Who Is An Insured is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization 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; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.

B. The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.

In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any Insured, or to procure insurance.

C. In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.

D. Additional Exclusions

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

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