

CONTRACT BETWEEN
VILLAGE OF GRAYSLAKE
AND
UTILITY DYNAMICS CORPORATION
FOR
VILLAGE CENTER UTILITY BURIAL

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CONTRACTOR'S CERTIFICATION

- ATTACHMENT A Supplemental Schedule of Contract Terms
- ATTACHMENT B Bidder's Price Proposal
- ATTACHMENT C Specifications
- ATTACHMENT D Drawings
- ATTACHMENT E Certifications of Insurance Coverage
- PERFORMANCE BOND (if applicable see Attachment A)
- LABOR AND MATERIAL PAYMENT BOND (if applicable see Attachment A)

CONTRACT BETWEEN
VILLAGE OF GRAYSLAKE
AND
UTILITY DYNAMICS CORPORATION
FOR
VILLAGE CENTER UTILITY BURIAL

In consideration of the mutual promises set forth below, the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, a municipal corporation ("Owner"), and 23 *COMMERCE DRIVE, OSWEGO, IL 60543*, an *ILLINOIS CORPORATION* ("Contractor"), make this Contract as of the 19th day of March, 2014 [*CLOSING DATE*], and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment C, the drawings identified in the list attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the

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

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

7. Engineer's Interpretation. The Owner's Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals shall be prepared as electronic (.PDF format) files. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their

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submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment D, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

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1.5 Conditions at the Work Site; Record Drawings

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Contractor's Certification.

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

1.9 Time

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

1.10 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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

1.11 Cleanliness of the Work Site and Environs

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

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1.12 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Owner, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.13 Administration of the Work

Contractor shall have full and sole responsibility for administration of the Work. Contractor's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Contractor shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Contractor's use. On all other lands, Contractor shall have no rights unless it obtains them from the proper parties.

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

1.14 Subcontractors and Suppliers

Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and

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

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

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

1.15 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.16 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

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

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

3.2 Warranty of Work

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

B. Length of Warranty; Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment C or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

3.3 Owner's Right to Correct

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

- A. Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and, if requested by the Village, policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required certificates and policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however the Work may not begin until such certificates and policies are submitted. Such certificates and policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A-minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to

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Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty (30) days after Bidder receives such notice from the Village. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

B. Additional Coverages. The insurance coverages and limits required by Attachment A shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance as required by Attachment A or on Contractor's liability for losses and damages under this Contract. Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this contract. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss

C. Subcontractor Insurance. Unless otherwise provided in the Special Provisions of Contract or unless otherwise approved by Owner, Contractor shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those of Contractor by this Section.

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

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

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

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and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as required by this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

4.4 Claims

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

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

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

C. Overtime Engineering Costs. Owner shall have the right to charge Contractor for engineering and inspection services in connection with any Overtime Work. Such charge shall be equal to the total cost incurred by Engineer for the number of Engineer's personnel reasonably required to be present during such Overtime Work. If the amount due Contractor is not sufficient to cover such charge, Contractor shall reimburse Owner upon demand.

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

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

5.4 Final Acceptance and Final Payment

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

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

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additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

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

5.5 Liens

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

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

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

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

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apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

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

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

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and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

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

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or

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may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

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

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor

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any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

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7.8 Notices

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

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

Village of Grayslake
10 South Seymour Avenue
Grayslake, Illinois 60030
Attention: Michael J. Ellis

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

Utility Dynamics Corporation
23 Commerce Drive
Oswego, IL 60543

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

To the extent that the Prevailing Wage Act applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have

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arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

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

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

By:

[Handwritten Signature]



Title:

Deputy Village

VILLAGE OF GRAYSLAKE

By:

[Handwritten Signature]
Michael J. Ellis

Title: Village Manager

Attest/Witness:

By:

[Handwritten Signature]
Christie Maday

Title:

Office Manager

UTILITY DYNAMICS CORPORATION

By:

[Handwritten Signature]
Joseph B. Spencer

Title:

President

STATE OF ILLINOIS)
)
) SS
COUNTY OF Kendall)

CONTRACTOR'S CERTIFICATION

Joseph B. Spencer, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED this 7th day of March, 2014.

Attest/Witness:

UTILITY DYNAMICS CORPORATION

By: Philip A. Whalen
Philip A. Whalen

By: Joseph B. Spencer

Title: Secretary

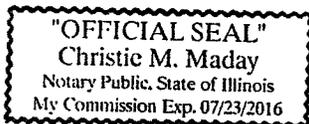
Title: President

Subscribed and Sworn to
before me this 7th day
of March, 2014.

My Commission Expires: 07/23/16

Christie M. Maday
Notary Public

[SEAL]



**** Please see attached ****

PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: **UTILITY DYNAMICS CORPORATION, 23 COMMERCE DRIVE, OSWEGO, IL 60543**, as Principal, hereinafter called Contractor, and

_____, organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of Grayslake, c/o Village Hall, 10 S. Seymour, Grayslake, Illinois, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **\$519,000**, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____ with Owner entitled "Village Center Utility Burial" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the contract, including, but not limited to, contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the burial of electric, telephone, and cable television utilities in the general area bounded by Center Street (north), South Seymour Avenue (east), Park Avenue (south), and South Slusser Street (west); (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Attachment A of the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

PERFORMANCE BOND

of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

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

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

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

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

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

Signed and sealed this _____ day of _____, 20__.

Attest/Witness:

PRINCIPAL: COMPANY NAME

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY: SURETY NAME

By: _____

By: _____

Title: _____

Title: _____

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

**** Please see attached ****

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: **UTILITY DYNAMICS CORPORATION, 23 COMMERCE DRIVE, OSWEGO, IL 60543**, as Principal, hereinafter called Contractor, and

_____, organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of Grayslake, c/o Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **\$519,000**, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, with Owner entitled " Village Center Utility Burial" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the burial of electric, telephone, and cable television utilities in the general area bounded by Center Street (north), South Seymour Avenue (east), Park Avenue (south), and South Slusser Street (west); (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without

LABOR AND MATERIAL PAYMENT BOND

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

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

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

Signed and sealed this ____ day of _____, 20__.

Attest/Witness:

PRINCIPAL:

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY:

By: _____

By: _____

Title: _____

Title: _____

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

PERFORMANCE BOND

Utility Dynamics Corporation

KNOW ALL MEN BY THESE PRESENTS: 23 Commerce Drive, Oswego, IL 60543
Principal, hereinafter called Contractor, as and

Western Surety Company, 101 S. Phillips Avenue, Sioux Falls
South Dakota 57104

, organized and existing under the laws of the State of South Dakota, hereinafter called Surety, are held and firmly bound unto Village of Grayslake, c/o Village Hall, 10 S. Seymour, Grayslake, Illinois, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of \$519,000.00, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *March 19, 2014* with Owner entitled "Village Center Utility Burial" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the contract, including, but not limited to, contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the burial of electric, telephone, and cable television utilities in the general area bounded by Center Street (north), South Seymour Avenue (east), Park Avenue (south), and South Slusser Street (west); (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Attachment A of the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

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

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

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

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

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

Signed and sealed this 7th day of March, 2014

Attest/Witness:

By: Philip A. Whalen
Philip A. Whalen
Title: Secretary

PRINCIPAL: Utility Dynamics Corporation

By: Joseph B. Spencer
Joseph B. Spencer
Title: President

Attest/Witness:

By: Diane M. Rabright
Diane M. Rabright
Title: Secretary

SURETY: Western Surety Company

By: Jennifer J. McComb
Jennifer J. McComb
Title: Attorney-In-Fact

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

Utility Dynamics Corporation
KNOW ALL MEN BY THESE PRESENTS: 23 Commerce Drive, Oswego, IL 60543
as Principal, hereinafter called Contractor, and Western Surety Company
101 S. Phillips Avenue, Sioux Falls, South Dakota 57104

_____, organized and existing under the laws of the State of
South Dakota _____, hereinafter called Surety, are held and firmly bound
unto Village of Grayslake, c/o Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois, as
Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter
defined, in the full and just sum of \$519,000.00, to be paid to it or the said claimants or
its or their assigns, to which payment well and truly to be made Contractor and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents, said amount to include attorney's fees, court costs and administrative
and other expenses necessarily paid or incurred in successfully enforcing performance of the
obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *March 19, 2014*
with Owner entitled "Village Center Utility Burial" (the "Contract"), the terms and conditions of
which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if
Contractor shall promptly pay or cause to be paid all sums of money that may be due to any
claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and
complete at the Work Site and in the manner specified in the Contract all necessary Work, labor,
services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric,
water, waste disposal, information, data and other means and items necessary for the burial of
electric, telephone, and cable television utilities in the general area bounded by Center Street
(north), South Seymour Avenue (east), Park Avenue (south), and South Slusser Street (west); (2)
to procure and furnish all permits, licenses and other governmental approvals and authorizations
necessary in connection therewith except as otherwise expressly provided in Attachment A to the
Contract; (3) to procure and furnish all Bonds and all certificates and policies of insurance
specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other
things required of the Contractor by the Contract; and (6) to provide, perform and complete all of
the foregoing in a proper and workmanlike manner and in full compliance with, and as required
by or pursuant to, the Contract.; all of which is herein referred to as the "Work," whether or not
any of said Work enter into and become component parts of the improvement contemplated, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with
Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the
Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not
had all just claims for the furnishing of any part of the Work paid in full, including, without
limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service

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

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

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

Signed and sealed this 7th day of March, 2014.

Attest/Witness:

By: Philip A. Whalen
Philip A. Whalen
Title: Secretary

PRINCIPAL: Utility Dynamics Corporation

By: Joseph B. Spencer
Joseph B. Spencer
Title: President

Attest/Witness:

By: Diane M. Rubright
Diane M. Rubright
Title: Secretary

SURETY: Western Surety Company

By: Jennifer J. McComb
Jennifer J. McComb
Title: Attorney-In-Fact

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Donna M Whalen, James I Moore, Bonnie Kruse, Stephen T Kazmer, Dawn L Morgan, Mary Beth Peterson, Peggy Faust, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of April, 2013.



WESTERN SURETY COMPANY

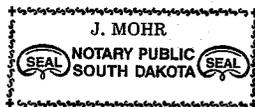
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of April, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

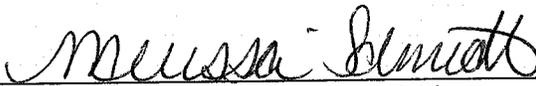
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors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

State of: ILLINOIS
County of: DUPAGE

On March 7, 2014, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jennifer J. McComb, known to me to be Attorney-in-Fact for Western Surety Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: May 14, 2016.



Melissa Schmidt, Notary Public



**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Burial of overhead electric, telephone, and cable television utilities including, but not limited to, raceways for utility wiring, secondary electrical services, transformer/pedestal pads, demolition/removal work, excavation, surface restoration, and coordination with utility company work.
- II. Work Site: Specific areas shown on the Contract Drawings within the general area bounded by Center Street (north), South Seymour Avenue (east), Park Avenue (south), and South Slusser Street (west).
- 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: May 23, 2014
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:

\$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

ATTACHMENT A

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

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

IX. Per Diem Administrative Charge:

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

X. Contract Bonds Required:

Yes

ATTACHMENT B

**ATTACHMENT B
BIDDER'S PRICE PROPOSAL**

PLEASE PROCEED TO THE FOLLOWING PAGE(S)

PROPOSAL

**VILLAGE OF GRAYSLAKE
CONTRACT FOR**

VILLAGE CENTER UTILITY BURIAL

BIDDER'S PROPOSAL

Full Name of Bidder Utility Dynamics Corporation ("Bidder")

Principal Office Address 23 Commerce Drive, Oswego, IL 60543

Local Office Address 23 Commerce Drive, Oswego, IL 60543

Contact Person Joseph B. Spencer Telephone (630) 554-1722

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

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2, 3 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

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

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package; (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric,

PROPOSAL

foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

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

2. Contract Price Proposal

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

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

Five Hundred Nineteen Thousand Dollars and zero Cents
(in writing) (in writing)

\$519,000.00 Dollars and 00 Cents
(in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
2. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
3. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
4. 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
5. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

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

4. **Firm Proposal**

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

5. **Bidder Representations**

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

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

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

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

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of 5% of total bid dollars (\$ _____), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

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

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

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

DATED this 20th day of February, 20 14.

Attest/Witness:

Utility Dynamics Corporation
Bidder

By: *Philip A. Whalen*
Philip A. Whalen

By: *Joseph B. Spencer*
Joseph B. Spencer

Title: Secretary

Title: President

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

VILLAGE OF GRAYSLAKE

CONTRACT FOR

VILLAGE CENTER UTILITY BURIAL

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Utility Dynamics Corporation.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Joseph B. Spencer</u>	<u>Glen Ellyn, IL</u>
Vice President	<u>Philip A. Whalen</u>	<u>Glen Ellyn, IL</u>
Secretary	<u>Philip A. Whalen</u>	<u>Glen Ellyn, IL</u>
Treasurer	<u>June Goggin</u>	<u>Glen Ellyn, IL</u>

ACKNOWLEDGEMENT

2. **Partnership**

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

The general partners of the partnership are as follows:

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

3. **Individual**

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

4. **Joint Venture**

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

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

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

ACKNOWLEDGEMENT

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

DATED this 20th day of February, 20 14.

Attest/Witness:

Utility Dynamics Corporation
Bidder

By: *Philip A. Whalen*
Philip A. Whalen

By: *Joseph P. Spencer*
Joseph P. Spencer

Title: Secretary

Title: President

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

My Commission Expires: 07/23/16

Christie M. Maddy
Notary Public



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

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE

CONTRACT FOR

VILLAGE CENTER UTILITY BURIAL

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: Electrical Contractor

2. Composition of Work

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

<u>30</u> % Federal	<u>40</u> % As Contractor	<u>55</u> % Bidder's Forces
<u>65</u> % Other Public	<u>60</u> % As Subcontractor	<u>5</u> % Subcontractors
<u>5</u> % Private		<u>40</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 43 years

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	Chicagoland Paving	----- ----- -----	----- ----- -----
Amount of Contract	\$39,761.00	\$145,800.00	\$375,137.00
Date Completed	08/17/13	10/18/09	11/11/13

DATED this 20th day of February, 2014.

Attest/Witness: Utility Dynamics Corporation
Bidder

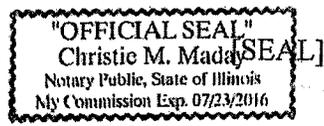
By: Philip A. Whalen
Title: Secretary

By: Joseph B. Spencer
Title: President

Subscribed and Sworn to
before me this 20th day
of February, 2014.

Christie M. Maday
Notary Public

My Commission Expires: 07/23/16



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

ACKNOWLEDGEMENT

4. **Predecessor Organizations**

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

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

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>City of Aurora</u>	<u>Electrical</u>	<u>13-00000570</u>	<u>07/30/14</u>
_____	_____	_____	_____

6. **Related Experience**

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Palatine</u>	<u>Northern Illinois University</u>	<u>City of Geneva</u>
Owner Address	<u>200 E. Wood St. Palatine, IL 60067</u>	<u>100 W. Stadium Dr. DeKalb, IL 60115</u>	<u>22 S. 1st Street Geneva, IL 60134</u>
Reference	<u>George Ruppert</u>	<u>Pat Bell</u>	<u>Jennifer Hilkemann</u>
Telephone Number	<u>(847)358-7500</u>	<u>(815)753-6013</u>	<u>(630)232-1503</u>
Type of Work	<u>12 KV Undergrounding</u>	<u>Underground Distribution</u>	<u>Underground Elec. Cable Replacement</u>

Utility Dynamics

From: Brett Kryska [bkryska@villageofgrayslake.com]
Sent: Monday, February 10, 2014 5:21 PM
To: undisclosed-recipients:
Subject: Village Center Utility Burial Bid Addendum#1

Hello:

Addendum #1:

There will be a non-mandatory pre-bid meeting for the Village Center Utility Burial project bid held on Wednesday, February 12th at 9:30 a.m. at the Grayslake Village Hall, 10 S. Seymour Avenue.

Thank you,

Brett

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

Brett Kryska

From: Brett Kryska
Sent: Thursday, February 13, 2014 12:57 PM
Subject: FW: Village Center Utility Burial Project Questions/Answers

Hello:

Please see bidder questions below including answers to each question.

Thank you,

Brett

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

Questions

1. To what extent is required for this contract in coordinating the utility companies. Are they on board and can they meet the proposed completion dates?

The Contractor is required to schedule and coordinate both their work and the utility work. The utility companies are engaged on the project and have been participating in the design process. They are aware of the project schedule and have stated the completion dates can be met.

2. Please define completion; this contract is dependent on cutovers etc. beyond our control.

The intent of the completion date is for all work, including utility and removal work, to be completed. However, the Contractor will not be penalized if the utility companies do not perform on time as long as the contractor has made a good faith effort to coordinate and schedule the utility work in a timely manner. If utility work is not completed, the Contractor shall present documentation to show that a good faith effort was made to coordinate the work. If utility companies fail to perform, all of the Contractor's work not dependent on the utility shall still be completed (underground conduit, restoration, etc.).

3. The village has 60 days to award contract. The aggressive schedule and associated liquidated damages are of concern. What is the realistic start date? Per the worst case scenario, with the 60 days to award, a schedule of 4 1/2 weeks may not be realistic.

The Village intends to approve the successful bidder at the March 4 Village Board Meeting and will be prepared to execute the contract immediately.

4. The village will charge for overtime for engineering and inspection. What are the dollar value of those charges and how will they be quantified? Cutovers are on overtime; please quantify this for charges by the village.

Overtime charges for engineering or inspection services will not be assessed for necessary inspections that need to occur during overtime hours if they are scheduled and coordinated in advance with the Village. Charges will only be assessed if they are the result of the Contractor's negligence, failure to schedule work in a timely manner, or work not completed by the Completion Date. Charges will not be assessed for necessary inspections that need to occur during overtime hours if they are scheduled and coordinated in advance with the Village.

5. Will a generator need to be utilized? If so, please quantify the sizes and anticipated uses.

A generator is not anticipated to be necessary; however, outage durations need to be minimized. Once outages begin, work shall not stop until service is restored.

6. Is there a required separation of conduits for trenching and directional boring?

The installation shall follow utility company and National Electrical Code requirements.

7. Can electric, communication, and cable conduit be installed in the same bore hole?

Yes, if approved in advance by the utility companies (per Specification Section 26 05 33).

8. Pavement removal and replacement has a minimum of 3", what is the maximum? Without core samples, to quantify is a guess, when matching existing?

Existing pavement thickness is not known in all areas. The existing shall be matched in the Village Hall/Police parking lot, in the alley west of Whitney Street, and crossing Whitney Street. Damaged striping needs be replaced in these areas as well. Pavement in the alley between Whitney Street and Seymour Avenue only needs to be patched. Replacing the additional 12" of pavement on each side of the trench per the detail on C1.06 is not required. This area of the alley will be reconfigured and re-paved by a separate project starting shortly after completion of this Utility Burial project.

9. If horizontal directional drilling is opted for; will the warning tape requirement be waived?
A #8 metallic tracer wire should be installed with horizontal direction drilling.

Questions from Pre-Bid

1. Does the Contractor need to have an electrical license?

Prevailing wage, local labor, and licensing regulations shall be followed. All electrical work shall be performed by qualified, licensed electricians.

2. Does paving need to be completed by an IDOT prequalified contractor.

No.

3. Since on-site storage/staging areas will be limited, is there any off-site areas that can be utilized?

The Village's Public Works Facility at 585 Berry Avenue will be available for some storage of equipment and materials. The Contractor shall coordinate needs and available space with the Village after contract award. The Contractor's storage shall not interfere with Village operations.

4. What surface restoration is required in the plaza area at the corner of Whitney and Center Street (the surface is not currently visible due to snow)?

The existing surface in the proposed area of work (adjacent to the building) consists of topsoil, mulch, and some ornamental grasses.

5. Will the Contractor be compensated if utility companies fail to work at scheduled time (for outages, cutovers, etc.)?

The Contractor will be compensated if the utility fails to work at a scheduled time and does not notify the Contractor that it will not work within two hours of the scheduled time. Compensation will be limited to the overtime prevailing wage rate for up to two Electricians for up to two hours. Work shall be scheduled at least a week in advance and the Contractor shall present documentation to demonstrate scheduling and

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VILLAGE CENTER UTILITY BURIAL
GENERAL INSTRUCTIONS TO BIDDERS

ADDENDUM #3 (2/14/14) (SEE SECTION 6 – PREPERATION OF BIDDER'S PROPOSAL)

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VILLAGE OF GRAYSLAKE
CONTRACT FOR
VILLAGE CENTER UTILITY BURIAL

GENERAL INSTRUCTIONS TO BIDDERS

ADDENDUM #3 (2/14/14) (SEE SECTION 6 – PREPERATION OF BIDDER'S PROPOSAL)

1. Interpretation of Documents Included in Bid Package

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

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

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

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

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

PROPOSAL

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

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

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

2. Calculation of Unit Price Proposals

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

3. Prevailing Wages

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics

PROPOSAL

engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

4. Taxes and Benefits

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

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

6. Preparation of Bidder's Proposal

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

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

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

PROPOSAL

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

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

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

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

Add following paragraph (2/14/14):

Bidder shall include a contingency allowance in the amount of \$10,000.00 to cover costs of any additional work ordered. Contingency allowance shall be used only as directed for Owner's purposes, and only by change orders that designate amounts to be charged to contingency allowance. Contractor's related costs are not included in the Contract Sum (other than allowance itself) for work so ordered to be charged to contingency allowance. At time of project closeout, unused amounts remaining in contingency allowance shall be credited to Owner by change order.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

PROPOSAL

- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

PROPOSAL

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any

PROPOSAL

additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals.

PROPOSAL

Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in

PROPOSAL

compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Freedom of Information Act

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

PROPOSAL

**VILLAGE OF GRAYSLAKE
CONTRACT FOR**

VILLAGE CENTER UTILITY BURIAL

BIDDER'S PROPOSAL

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

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

Attention: Michael J. Ellis

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

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

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric,

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Utility Dynamics Corporation
23 Commerce Drive Oswego, IL 60543

as Principal, hereinafter called the Principal, and Western Surety Company
333 S. Wabash Ave. Chicago, IL 60604

a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Grayslake
10 S. Seymour Ave Grayslake, IL 60030

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Village Center Utility Burial Project

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 20th day of February, 2014

Philip A. Whalen
Philip A. Whalen (Witness) Secretary

Utility Dynamics Corporation
(Principal) (Seal)

By: Joseph B. Spencer, President (Title)

Fariese M. Pisciotto
Fariese M. Pisciotto (Witness)



Western Surety Company
(Surety) (Seal)

By: Jennifer J. McComb (Title)
Attorney-in-Fact

STATE OF Illinois

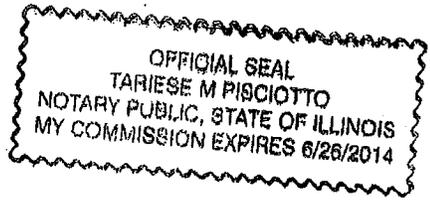
COUNTY OF DuPage

I, Tariese M. Pisciotto Notary Public of DuPage County,
 in the State of Illinois, do hereby certify that Jennifer J. McComb
 Attorney-in-Fact, of the Western Surety Company
 who is personally known to me to be the same person whose name is
 subscribed to the foregoing instrument, appeared before me this day in person, and
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Western Surety Company
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westmont
 in said County, this 20th day of February A.D., 2014

Tariese M. Pisciotto
 Notary Public Tariese M. Pisciotto

My Commission expires: June 26, 2016



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Jennifer J. McComb , Individually

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

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Utility Dynamics Corporation
Obligee: Village of Grayslake

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



WESTERN SURETY COMPANY

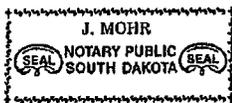
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of February, 2014.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

**ATTACHMENT C
SPECIFICATIONS**

<u>Number</u>	<u>Title</u>	<u>Date of Last Revision</u>
01 11 00	Project Summary	02/06/2014
26 05 13	Wire and Cable	02/06/2014
26 05 33	Conduit and Boxes	02/06/2014

**ATTACHMENT D
DRAWINGS**

<u>Number</u>	<u>Title</u>	<u>Date of Last Revision</u>
G0.00	Cover Sheet	02/06/2014
C1.00	Overall Site Plan	02/06/2014
C1.01	Plan and Profile - Electric	02/06/2014
C1.02	Plan and Profile - Cable	02/06/2014
C1.03	Plan and Profile - Telephone	02/06/2014
C1.04	Plan and Profile	02/06/2014
C1.05	Plan and Profile	02/06/2014
C1.06	Construction Details	02/06/2014
E0.00	Electrical Notes and Details	02/06/2014
E1.00	Electrical Plan - Demolition	02/06/2014
E1.01	Electrical Plan - Electric	02/06/2014
E1.02	Electrical Plan - Cable	02/06/2014
E1.03	Electrical Plan - Telephone	02/06/2014

SECTION 01 11 00
PROJECT SUMMARY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General Description of Work: Burial of overhead electric, telephone, and cable TV utilities including, but not limited to, raceways for utility wiring, secondary electrical services, transformer/pedestal pads, demolition/removal work, excavation, surface restoration, and coordination with utility company work.
- B. Work Site: The areas shown on the Contract Drawings within the general area bounded by Center Street (north), South Seymour Avenue (east), Park Avenue (south) and South Slusser Street (west).
- C. Contractor shall fulfill the requirements of all parts of the Bid Package including Invitation for Bidder's Proposal and General Instructions; the Bidder's Proposal and all attachments; the Contract and all attachments; Specifications; and Drawings.

1.2 PROJECT PHASING AND SCHEDULE

- A. Completion Date: The Completion Date of this contract is Friday, May, 23, 2014. This date is firm and will not be extended. The Grayslake Craft Beer Festival will be held on the Work Site on Saturday, May 31, 2014. The Festival must be able to fully occupy the Work Site by Saturday, May 24, 2014.
- B. Phasing: New work shall be installed and utility services transferred to new systems prior to demolition and removal work. The Work Site will remain in operation during construction. Contractor shall schedule work in consultation with the Owner and owners of property surrounding the Work Site to minimize interruptions to the site and surrounding buildings.
- C. Work Scheduling: All work that will interfere with normal site operations or operations of buildings adjacent to the Work Site, as determined by the Owner, shall be scheduled with the Owner. It may be necessary to schedule such work during unoccupied hours. The Owner reserves the right to determine when restricted construction hours are required.
- D. Overtime: Allow for overtime hours (overnight and weekend work) for all work requiring a utility outage and all work requiring outage of a building's internal electrical, telephone, or cable TV system. All work requiring a utility outage shall be scheduled with the associated Utility Company and the Owner. All work requiring an outage of a building's internal electrical, telephone, or cable TV system shall be scheduled with the Owner and the owner or designated representative of the affected building.

1.3 SPECIAL CONSTRUCTION REQUIREMENTS

- A. Coordination of Utility Work: This intent of this project is to relocate existing overhead electric, telephone, and Cable TV utilities to underground within the Work Site. The following Utility Companies will be providing work as part of this project: ComEd (electric), AT&T (telephone), and Comcast (cable TV). The Owner will enter into a contract with each Utility Company for work provided by the Utility Company. The Contractor shall provide all work that is not provided by Utility Companies but necessary for completion of the project. This work includes, but is not limited to, raceways for utility wiring, secondary electrical services, transformer/pedestal pads, demolition/removal

work, excavation, and surface restoration. The Contractor shall coordinate all work with the Utility Companies and shall be responsible for scheduling outages, connections, or other construction milestones necessary for completion of the project. The Contractor shall verify and follow all Utility Company requirements when providing work for Utility Company use, such as raceways or pads.

- B. **Concurrent Work:** In addition to the work associated with this project provided by Utility Companies, other work will be occurring at the Work Site throughout the duration of this Contract. This work is part of a separate project to reconfigure the alley south of Center Street between South Whitney Street and South Seymour Avenue. Other work may include normal maintenance work, emergency repair work, or warranty work for past construction projects within the Work Site performed by the Owner or Contractor shall coordinate with all other work and schedule Contractor's work accordingly.

1.4 CODES

- A. The Contractor shall conform to all requirements of local, state, and national codes, laws, ordinances, and utility company requirements and other regulations having jurisdiction over this installation.
- B. If there is a discrepancy between the codes and regulations having jurisdiction over this installation and these specifications, the codes and regulations shall determine the method of the Work.

1.5 EXAMINATION OF DRAWINGS:

- A. The drawings for the work are completely diagrammatic, intended to convey the scope of the work and to indicate the general arrangements and locations and the approximate sizes of equipment.
- B. Contractor shall determine the exact locations of equipment and the exact routing of raceways so as to best fit the layout of the job.
- C. Scaling of the drawings will not be sufficient or accurate for determining these locations.
- D. Where job conditions require reasonable changes in arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.
- E. Because of the scale of the drawings, certain basic items, such as boxes, conduit fittings, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
- F. The Contractor shall determine quantities and quality of material and equipment required from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater and better quality number shall govern.

1.6 PROJECT MEETINGS

- A. Preconstruction Meeting: The Owner will schedule a preconstruction conference and organizational meeting at the project site or other convenient location after the successful bidder is approved. The purpose of the meeting will be to discuss items of significance affecting the project including construction schedule, critical work sequencing, designation of responsible personnel, payment procedures, use of the premises, and coordination with other work. The Contractor shall record and issue preconstruction meeting minutes.
- B. Construction Progress/Coordination Meetings: The Owner will schedule construction progress/coordination meetings on an as-needed basis for any reason. The Contractor shall schedule construction progress/coordination meetings as necessary to discuss topics requiring input from the Owner or other project stakeholders. Meetings shall be scheduled at a time convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as coordination meetings between Contractor and supplies or subcontractors. Contractor shall record and issue meeting minutes for all meetings to all attendees and parties involved.

1.7 USE OF WORK SITE

- A. Contractor shall confine equipment, storage of materials, parking, and operations of their workers to limits indicated by Owner. No areas outside Work Site limits may be used for any purpose.
- B. Storage and staging space will be confined to a small area of site. Space will be provided only as necessary for storage and staging of materials, tools, equipment, etc. for immediate use. Long-term storage of materials on the Work Site shall not be permitted.
- C. Store, place, and handle material and equipment delivered to job site to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly; barricade to protect public from injury. Protect materials as required to prevent damage thereto from weather or the ground. Should it be necessary at any time to move materials, sheds, or storage platforms, Contractor shall move same, as and when required, at Contractor's expense.
- D. Owner assumes no responsibility for materials stored on site. Contractor assumes full responsibility for damage due to storage of materials.
- E. Repairing of areas used for parking, sanitary facilities, and storage of materials shall be done by Contractor at Contractor's expense.
- F. Contractor's personnel shall not use the building's adjacent to the Work Site for any purpose except as required to perform the work of this Contract unless otherwise specified.
- G. The Contractor shall provide maintain, in such manner and location as the Owner may approve, temporary toilet facilities for use by all personnel engaged in the work.
- H. The Contractor shall make arrangements for and furnish, at Contractor's expense, electricity, water, and other utilities required for Contractor's work.
- I. During the construction period, the Contractor shall provide and maintain adequate fire protection per requirements of jurisdictional authorities for the construction site.

- J. The Contractor shall remove rubbish and debris from the Work Site promptly as it accumulates. No debris shall be buried at the site. Do not dispose of wastes into sewers.
- K. All dumpsters used on the project site shall have lids or canvas covers securely fastened to prevent debris from blowing about site.
- L. Keep streets and public roadways clean of dirt and mud tracked onto such surfaces by vehicles or equipment used or parked on construction site.
- M. Provide, and maintain fences, planking, guard lights, barricades, warning signs, and guards as necessary for protection of material storage, curbs, sidewalks, streets, drives, and adjoining property, public, and new building. Use caution at all times to protect persons against injury resulting from job operations, movement of materials, and standing equipment.
- N. Provide and maintain proper shoring and bracing to prevent earth from caving or washing into excavation.
- O. Provide and maintain proper shoring and bracing for existing underground utilities, sewer, etc., encountered during excavation work, to protect them from collapse or other type of damage until such time as they can be properly backfilled upon completion of new work.
- P. Protect trees, shrubs, lawn, and landscape work from damage. Provide guards and covering. Provide and maintain plank covering over walks, drives, newly installed service facilities, etc., to prevent damage. This shall include areas outside of Work Site that may be affected by construction.
- Q. Provide protection against weather and precipitation so as to maintain work, materials, apparatus and fixtures free from damage. At the end of a day's work, cover new work likely to be damaged.

1.8 MEASUREMENTS AND LAY OUT

- A. The Contractor shall take all measurements related to the existing site as required for the new work and to locate existing utilities. Contractor shall contact the Owner and all utilities to carefully review all records of exposed, concealed, and buried points of connections, as to location, size, type, depth, operating characteristics, etc.
- B. The Contractor shall lay out work and establish all lines and levels for the work as required by drawings and specifications. The General Contractor shall maintain proper base lines, levels, and benchmarks outside or inside the building, where necessary, for the use by all trades.

1.9 DEMOLITION AND REMOVALS

- A. The Contractor shall do all cutting, notching, keying, removal and trimming of existing conditions required to make connections between the new and the old work and shall do all patching, repairing or refinishing of cut and immediately adjacent surfaces to provide a finish in conformance with industry standards and appropriate to finish materials intended to be used. Materials and workmanship employed in patching, repairing, or refinishing existing surfaces and/or involving new construction shall conform to that of original work, unless otherwise shown or specified.
- B. Remove, relocate, and extend existing installations to accommodate new construction.

- C. Remove abandoned wiring and raceway to source of supply. Existing conduit in good condition may be reused in place. Relocating conduit shall not be allowed. Remove all associated clamps, hangers, supports, etc. associated with raceway removal.
- D. Repair adjacent construction and finishes damaged during demolition and extension work. Patch openings to match existing surrounding finishes.
- E. Maintain access to existing electrical installations that remain active. Modify installation or provide junction boxes as appropriate.
- F. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified. Extended conduit and conductors to match existing size and material.
- G. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - MATERIALS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 26 05 13
WIRE AND CABLE

PART 1 - GENERAL

1.1 REFERENCES

- A. NEMA WC 70 - Power Cables Rated 2,000V or Less for the Distribution of Electrical Energy
- B. UL 44 – Thermoset-Insulated Wires and Cables
- C. UL 83 – Thermoplastic-Insulated Wires and Cables
- D. UL 854 – Service-Entrance Cables
- E. UL 1581 – Standard for Electrical Wires, Cables, and Flexible Cords

PART 2 - PRODUCTS

2.1 WIRE AND CABLE

- A. Copper, stranded conductor, 600 volt insulation, XHHW-2.

PART 3 - EXECUTION

3.1 CONTRACTOR CHANGES

- A. The basis of design is copper conductors installed in raceway based on ambient temperature of 30°C, NEC Table 310.16. The Contractor shall be responsible for derating and sizing conductors and conduits to equal or exceed the ampacity of the basis of design circuits, if he/she chooses to use methods or materials other than the basis of design. Record drawing shall include the calculations and sketches.

3.2 GENERAL WIRING METHODS

- A. In no case shall more than four conductors be installed in one conduit.
- B. Splice only in junction boxes.
- C. Neatly train and lace wiring inside boxes and equipment.
- D. All conductors shall be continuous in conduit from last outlet to their termination.
- E. Cables or wires shall not be laid out on the ground before pulling.
- F. Cables or wires shall not be dragged over earth or paving.
- G. Care shall be taken so as not to subject the cable or wire to high mechanical stresses that would cause damage to the wire and cable.
- H. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricant for pulling 4 AWG and larger wires.

- I. Install wire in raceway after all work likely to injure conductors has been completed.
- J. Pulling shall be continuous without unnecessary stops and starts with wire or cable only partially thru raceway.
- K. Where reels of cable or wire are used, they shall be set up on jacks close to the point where the wire or cable enters the conduit or duct so that the cable or wire may be unreeled and run into the conduit or duct with a minimum of change in the direction of the bend.
- L. Conductors shall not be pulled through conduits until conduits are free from moisture. Care shall be taken so that long pulls of wire or pulls around several bends are not made where the wire may be permanently stretched and the insulation damaged.
- M. Only nylon rope shall be permitted to pull cables into conduit and ducts.
- N. Completely and thoroughly swab raceway system before installing conductors.

3.3 CONDUCTOR COLOR CODING

- A. Color coding shall be applied at junction boxes, pull boxes, cabinets, manholes etc., where the wires and cables are visible and terminations are made. Color coding shall match that of the existing wiring and/or follow industry standards.
- B. All wires and cables shall be coded by the application of plastic tape. The tape shall be applied at each conductor termination with two 1-inch tape bands at 6-inch centers. Contractor option to use colored cabling in lieu of the tape at each end for conductor.
- C. Colored cable ties shall be applied in groups of three ties of specified color to each conductor at each terminal or splice point starting 3 inches from the termination and spaced at 3- inches centers. Tighten to a snug fit, and cut off excess length.

3.4 FIELD QUALITY CONTROL

- A. Inspect wire and cable for physical damage and proper connection.
- B. Torque test conductor connections and terminations to manufacturer's recommended values.

END OF SECTION

SECTION 26 05 33
CONDUIT AND BOXES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Rigid metallic conduit and fittings
- B. Intermediate metallic conduit and fittings
- C. Rigid non-metallic conduit and fittings
- D. High density polyethylene conduit and fittings
- E. Pull and junction boxes
- F. Handholes

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc-Coated
 - 2. ANSI C80.3 - Electrical Metallic Tubing, Zinc-Coated and Fittings
 - 3. ANSI C80.4 - Fittings for Rigid Metal Conduit and Electrical Metallic Tubing
 - 4. ANSI C80.6 - Intermediate Metal Conduit, Zinc Coated
 - 5. ANSI/NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers and Box Supports
- B. Federal Specifications (FS):
 - 1. A-A-50553A - Fittings for Conduit, Metal, Rigid, (Thick-Wall and Thin-Wall (EMT) Type
 - 2. A-A-55810 - Specification for Flexible Metal Conduit
- C. NECA "Standards of Installation"
- D. National Electrical Manufacturers Association (NEMA):
 - 1. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing and Cable
 - 2. RN 1 - Polyvinyl chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
 - 3. TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit
 - 4. TC 9 - Fittings for PVC Plastic Utilities Duct for Underground Installation
- E. Underwriters Laboratories (UL): Applicable Listings
 - 1. UL 1 - Flexible Metal Conduit
 - 2. UL 6 - Rigid Metal Conduit
 - 3. UL 360 - Liquid Tight Flexible Steel Conduit
 - 4. UL514-B - Conduit Tubing and Cable Fittings
 - 5. UL651-A - Type EB and a PVC Conduit and HDPE Conduit
 - 6. UL651-B - Continuous Length HDPE Conduit
 - 7. UL746A - Standard for Polymeric Materials - Short Term Property Evaluations
 - 8. UL797 - Electrical Metal Tubing
 - 9. UL1242 - Intermediate Metal Conduit

F. American Standard of Testing and Materials (ASTM):

1. ASTM D 570 - Standard Test Method for Water Absorption of Plastics
2. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics
3. ASTM D 648 - Standard Test Method for Deflection Temperature of Plastics under Flexural Load in the Edge Wise Position
4. ASTM D 2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
5. ASTM D 2447 - Standard Specification for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter
6. ASTM D 3350 - Standard Specification for Polyethylene Plastic Pipe and Fittings Material

PART 2 - PRODUCTS

2.1 RIGID METALLIC CONDUIT (RMC) AND FITTINGS

A. Minimum Size Galvanized Steel: 2 inch (19mm), unless otherwise noted.

B. Fittings and Conduit Bodies:

1. End Bell Fittings: Malleable iron, hot dip galvanized, threaded flare type with provisions for mounting to form.
2. Expansion Joints: Malleable iron and hot dip galvanized providing a minimum of 4 inches of movement. Fitting shall be watertight with an insulating bushing and a bonding jumper.
3. Expansion Joint for Concrete Encased Conduit: Neoprene sleeve with bronze end coupling, stainless steel bands and tinned copper braid bonding jumper. Fittings shall be watertight and concrete-tight.
4. Conduit End Bushings: Malleable iron type with molded-on high impact phenolic thermosetting insulation. Where required elsewhere in the contract documents, bushing shall be complete with ground conductor saddle and clamp. High impact phenolic threaded type bushings are not acceptable.
5. All other fittings and conduit bodies shall be of malleable iron construction and hot dip galvanized.

2.2 INTERMEDIATE METALLIC CONDUIT (IMC) AND FITTINGS

A. Minimum Size Galvanized Steel: 2 inch, unless otherwise noted.

B. Fittings and Conduit Bodies:

1. End Bell Fittings: Malleable iron, hot dip galvanized, threaded flare type with provisions for mounting to form.
2. Expansion Joints: Malleable iron and hot dip galvanized providing a minimum of 4 inches of movement. Fitting shall be watertight with an insulating bushing and a bonding jumper.
3. Expansion Joint for Concrete Encased Conduit: Neoprene sleeve with bronze end coupling, stainless steel bands and tinned copper braid bonding jumper. Fittings shall be watertight and concrete-tight.

4. Conduit End Bushings: Malleable iron type with molded-on high impact phenolic thermosetting insulation. Where required elsewhere in the contract documents, bushing shall be complete with ground conductor saddle and clamp. High impact phenolic threaded type bushings are not acceptable.
5. All other fittings and conduit bodies shall be of malleable iron construction and hot dip galvanized.

2.3 RIGID NON-METALLIC CONDUIT (RNC) AND FITTINGS

- A. Minimum Size Rigid Smooth-Wall Nonmetallic Conduit: 2 inch, unless otherwise noted.
- B. Construction: Schedule 40 and Schedule 80 rigid polyvinyl chloride (PVC), UL labeled for 90°C.
- C. Fittings and Conduit Bodies: NEMA TC 3; sleeve type suitable for and manufactured especially for use with the conduit by the conduit manufacturer.
- D. Plastic cement for joining conduit and fittings shall be provided as recommended by the manufacturer.

2.4 HIGH DENSITY POLYETHYLENE

- A. Minimum Size: 2 inch, unless noted otherwise.
- B. Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high-density polyethylene resin. The material shall be listed by PPI (Plastic Pipe Institute) and shall meet the following resin properties:

ASTM Test	Description	Values HDPE
D-1505	Density g/CM 3	< .941
D-1238	Melt Index, g/10 min Condition E	> .55 grams/10 min.
D-638	Tensile Strength at yield (psi)	3000 min.
D-1693	Environmental Stress Crack Resistance Condition B, F 20	96 hrs.
D-790	Flexural Modulus, MPa (psi)	< 80,000
D-746	Brittleness Temperature	-75°C Max

- C. The pipe shall contain no recycled compound except that generated in the manufacturer's own plant from resin of the same raw material, including both the base resin and coextruded resin. The pipe shall be homogeneous throughout and free of visible cracks, holes, voids, foreign inclusions, or other defects that may affect the wall integrity.
- D. Fitting and Conduit Bodies:
 1. Directional Bore and Plow Type Installation: Electrofusion or Universal Aluminum threaded couplings. Tensile strength of coupled pipe must be greater than 2,000 lbs.
 2. For all other type of installation: Coupler must provide a water tight connection. The tensile strength of coupled pipe must be greater than 1,000 lbs.
 3. E-loc type couplings are not acceptable in any situations.

2.5 PULL AND JUNCTION BOXES

- A. Metal Boxes for Interior Dry Location Installations: NEMA Type 1 galvanized steel.
- B. Metal Boxes for Outdoor and Wet Location Installations: NEMA Type 3R flat-flanged, surface-mounted junction box, UL listed as raintight. Unpainted aluminum or stainless steel box and cover with ground flange, neoprene gasket, and stainless steel cover screws.

2.6 HANDHOLES

- A. Handholes for landscaped areas: Composite polymer concrete body and cover. Stainless steel hardware. Bolted non-skid cover rated for 5,000 pounds in landscaped areas. Stack units to achieve depth of conduit. Box dimensions as required to achieve Code required wire bending radii. Hubbell/Quazite PG Series or approved equivalent
- B. Handholes for paved pedestrian traffic areas: Cast iron, hot dipped galvanized with checkered cover sidewalk weatherproof box, flat neoprene cover gasket. Stainless steel screw hardware. Mounted flush in concrete. Box dimensions as required to achieve Code required wire bending radii. Appleton Electric WYT Series or approved equivalent.
- C. Handhole for paved vehicular traffic areas: Concrete traffic box and galvanized steel checkered cover. Stainless steel hardware. Bolted cover and box rated for H/20 vehicular traffic. Reinforced concrete slab for bottom. Box dimensions as required to achieve Code required wire bending radii. Oldcastle Precast B1017 Series or approved equivalent.

PART 3 - EXECUTION

3.1 CONDUIT SIZING

- A. Size conduit as shown on the drawings and specifications. Where not indicated in the contract documents, conduit size shall be according to the latest edition of the National Electrical Code. Conduit and conductor sizing shall be coordinated to limit conductor fill to less than 40%, maintain conductor ampere capacity as required by the National Electrical Code (to include enlarged conductors due to temperature and quantity derating values) and to prevent excessive voltage drop and pulling tension due to long conduit/conductor lengths.
- B. Conduit sizes shall change only at the entrance or exit to a junction box, unless specifically noted on the drawings.

3.2 CONDUIT ARRANGEMENT

- A. Conduit routing shown on drawings shall be considered diagrammatic, unless noted otherwise. The correct routing, when shown diagrammatically shall be chosen by the Contractor based on information in the contract documents, in accordance with manufacturer's written instructions, applicable codes, the NECA's "Standard of Installation", in accordance with recognized industry standards, and coordinated with existing work.
- B. Contractor shall adapt his work to the job conditions and make such changes as required such as moving to clear existing work.

3.3 CONDUIT SUPPORT

- A. Support Channel: Hot-dip galvanized with corrosion resistant hardware. All field cut ends shall be touched up with matching finish to inhibit rusting.
- B. Anchorage and Structural Attachment Components:
 - 1. Strength: Defined in reports by ICBO Evaluation Service or another agency acceptable to Authorities Having Jurisdiction.
 - a. Structural Safety Factor: Strength in tension and shear of components used shall be at least two times the maximum seismic forces to which they will be subjected.
 - 2. Through Bolts: Structural type, hex head, high strength. Comply with ASTM A 325.
 - 3. Welding Lugs: Comply with MSS-SP-69, Type 57.
 - 4. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for seismically rated rigid equipment mountings, and matched to the type and size of attachment devices used.
 - 5. Concrete Anchors: Fasten to concrete using cast-in or post-installed anchors designed per the requirements of Appendix D of ACI 318-08. Post-installed anchors shall be qualified for use in cracked concrete by ACI-355.2.
 - 6. Masonry Anchors: Fasten to concrete masonry units with expansion anchors or self-tapping masonry screws. For expansion anchors into hollow concrete block, use sleeve-type anchors designed for the specific application. Do not fasten in masonry joints. Do not use powder actuated fasteners, wooden plugs, or plastic inserts.
- C. Conduit shall be held in place by the correct size of galvanized one-hole conduit clamps, two-hole conduit straps, patented support devices, clamp back conduit hangers, or by other means if called for on the drawings.
- D. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
- E. Supports for metallic conduit shall be no greater than 10 feet. A smaller interval may be used if necessitated by building construction, but in no event shall support spans exceed the National Electrical Code requirements. Conduit shall be securely fastened within 3 feet of each box, cabinet, or fitting.
- F. Supports for non-metallic conduit shall be at sufficiently close intervals to eliminate any sag in the conduit. The manufacturer's recommendations shall be followed, but in no event shall support spans exceed the National Electrical Code requirements.
- G. Where conduit is to be installed in poured concrete, provide concrete-tight conduit inserts securely fastened to forms to prevent conduit misplacement.

3.4 CONDUIT INSTALLATION

A. Conduit Connections:

1. Shorter than standard conduit lengths shall be cut square using industry standards. The ends of all conduits cut shall be reamed or otherwise finished to remove all rough edges.
2. Metallic conduit connections in concrete shall be sealed and one coat of rust inhibitor primer applied after the connection is made.
3. Where conduits with tapered threads cannot be coupled with standard couplings, then approved split or Erickson couplings shall be used. Running threads will not be permitted.

B. Conduit terminations for all low voltage wiring shall have nylon bushings installed on each end of every conduit run.

C. Conduit Bends:

1. Use a hydraulic one-shot conduit bender or factory elbows for bends in conduit 2" in size or larger. All steel conduit bending shall be done cold; no heating of steel conduit shall be permitted.
2. All bends of rigid non-metallic conduit (RNC) shall be made with the manufacturer's approved bending equipment. The use of spot heating devices will not be permitted (i.e. blow torches).
3. A run of conduit shall not contain more than the equivalent of four (4) quarter bends (360°), including those bends located immediately at the outlet or body.
4. Rigid non-metallic conduit (RNC) runs longer than 100 feet or runs which have more than two 90° equivalent bends (regardless of length) shall use RMC or IMC elbows for bends.
5. Use conduit bodies to make sharp changes in direction.

D. Conduit Placement:

1. Conduit shall be mechanically continuous from source of current to all outlets. Conduit shall be electrically continuous from source of current to all outlets, unless a properly sized grounding conductor is routed within the conduit. All metallic conduits shall be bonded per the National Electrical Code.
2. Route exposed conduit and conduit parallel/perpendicular to the building structural lines.
3. All conduits through walls shall be grouted or sealed into openings. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPENINGS REQUIRED IN MASONRY OR EXTERIOR WALLS. A QUALIFIED MASON AT THE EXPENSE OF THIS CONTRACTOR SHALL REPAIR ALL OPENINGS TO MATCH EXISTING CONDITIONS.
4. Rigid non-metallic conduit (RNC) shall be installed when material surface temperatures and ambient temperature are greater than 40°F.

5. Where rigid non-metallic conduit (RNC) conduit is used below grade, a transition to RMC or IMC shall be installed before conduit exits earth. The metallic conduit shall extend a minimum of 6" into the surface concealing the non-metallic conduit.
6. Contractor shall provide a polypropylene pull cord with 2000 lbs. tensile strength in each empty conduit.

3.5 CONDUIT TERMINATIONS

- A. Where conduit bonding is indicated or required in the contract documents, the bushings shall be a grounding type sized for the conduit and ground bonding conductor as manufactured by O-Z/Gedney, Appleton, Thomas & Betts, Burndy, Regal, or approved equal.
- B. Conduits with termination fittings shall be threaded for one (1) lock nut on the outside and one (1) lock nut and bushing on the inside of each box.
- C. Where conduits terminate in boxes with knockouts, they shall be secured to the boxes with lock nuts and provided with approved screw type tinned iron bushings or fittings with plastic inserts.
- D. Where conduits terminate in boxes, fittings, or bodies with threaded openings, they shall be tightly screwed against the shoulder portion of the threaded openings.
- E. Rigid non-metallic conduit (RNC) conduit shall be terminated using fittings and bodies produced by the manufacturer of the conduit, unless noted otherwise. Prepare conduit as per manufacturer's recommendations before joining. All joints shall be solvent welded by applying full even coat of plastic cement to the entire areas that will be joined. Turn the conduit at least a quarter to one half turn in the fitting and let the joint cure for 1-hour minimum or as per the manufacturer's recommendations.
- F. All conduit ends shall be sealed with plastic immediately after installation to prevent the entrance of any foreign matter during construction. The seals shall be removed and the conduits blown clear of any and all foreign matter prior to any wires or pull cords being installed.

3.6 UNDERGROUND CONDUIT INSTALLATION

- A. Install continuous underground plastic line marker located directly above line at 6 to 8 inches below grade. Where width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches overall, use a single marker. Marker shall be bright colored continuously printed plastic ribbon tape of not less than 6 inches wide by 4 mil thick, printed legend indicating type of underground line, manufactured for direct burial service. Tape shall contain a continuous metallic wire to allow location with a metal detector.
- B. Conduit joints in a multiple conduit run shall be staggered at least one foot apart.
- C. Minimum elbow radiuses shall be 30 inches for primary conduits (>600V) and 18 inches for secondary conduits (<600V). Increase radius, as required, based on pulling tension calculation requirements.

D. Conduit Placement:

1. Conduit runs shall be pitched a minimum of 4" per 100 feet to drain toward the terminations. Duct runs shall be installed deeper than the minimum wherever required to avoid any conflicts with existing or new utilities.
2. For parallel runs, use suitable separators and chairs installed not greater than 4' on centers. Band conduit together with suitable banding devices. Securely anchor conduit to prevent movement during concrete placement or backfilling.
3. Where concrete is required, the materials for concreting shall be thoroughly mixed to a minimum $f_c = 2500$ and immediately placed in the trench around the conduits. No concrete that has been allowed to partially set shall be used.
4. Before the Contractor pulls any cables into the conduit he shall have a mandrel 1/4" smaller than the conduit inside diameter pulled through each conduit and if any concrete or obstructions are found, the Contractor shall remove them and clear the conduit. Spare conduit shall also be cleared of all obstructions.
5. Conduit terminations in manholes, masonry pull boxes, or masonry walls shall be with malleable iron end bell fittings.
6. All spare conduits not terminated in a covered enclosure shall have its terminations plugged as described above.
7. Ductbanks and conduit shall be installed a minimum of 24" below finished grade, unless otherwise noted on the drawings or elsewhere in these specifications.
8. All non-metallic conduit installed underground outside of a slab shall be rigid.

E. Horizontal Directional Drilling:

1. Entire drill path shall be accurately surveyed, with entry and exit stakes placed and coordinated with other contractors. If using a magnetic guidance system, entire drill path shall be surveyed for any surface geo-magnetic variations or anomalies.
2. The bore path shall be coordinated with all existing utilities crossing the proposed path (vertical conflicts) and paralleling the proposed path (horizontal conflicts). The exact location of all vertical conflicts and horizontal conflicts within 3 feet of the bore path shall be physically verified by hand digging or vacuum excavation. Restore inspection holes to original condition after verification.

F. Raceway Seal:

1. Where a raceway enters a building or structure, it shall be sealed with a sealing bushing or duct seal to prevent the entry of liquids or gases. Seal must be compatible with conductors and raceway system. Spare or unused raceway shall also be sealed.
2. All telecommunications conduits and innerducts, including those containing cables, shall be plugged at the building and vault with "JackMoon" or equivalent duct seal, capable of withstanding a 10 foot head of water (5 PSI).

3.7 EXCAVATION, FILL, BACKFILL, COMPACTION

A. Excavation:

KJWW #13.0657.00
Village of Grayslake
Village Center Utility Burial

26 05 33 - 8

1. Make all excavations to accurate, solid, undisturbed earth, and to proper dimensions.
2. If excavations are carried in error below required levels, concrete of same strength as specified for the foundations or thoroughly compacted sand gravel fill, as determined by the Owner shall be placed in such excess excavations under the foundation. Place thoroughly compacted, clean, stable fill in excess excavations under slabs on grade, at the Contractor's expense.
3. Trim bottom and sides of excavations to grades required for foundations.
4. Protect excavations against frost and freezing.
5. Take care in excavating not to damage surrounding structures, equipment or buried pipe. Do not undermine footing or foundation.
6. Perform all trenching in a manner to prevent cave ins and risk to workmen.
7. Where original surface is pavement or concrete, the surface shall be saw cut to provide clean edges and assist in the surface restoration.
8. Excavation shall be performed in all ground conditions, including rock, if encountered. Bidders shall visit the premises and determine the soil conditions by actual observations, borings, or other means. The cost of all such inspections, borings, etc., shall be borne by the bidder.
9. If a trench is excavated in rock, a compacted bed with a depth of 3" (minimum) of sand and gravel shall be used to support the conduit unless masonry cradles or encasements are used.
10. Mechanical excavation of the trench to line and grade of the conduit or to the bottom level of masonry cradles or encasements is permitted, unless otherwise indicated on the electrical drawings.
11. Mechanical excavation of the trench to line and grade where direct burial cables are to be installed is permitted provided the excavation is made to a depth to permit installation of the cable on a fine sand bed at least 3 inches deep.
12. Furnish, install, operate and remove all dewatering pumps and pipes needed to keep trenches and pits free of water.

B. Underground Obstructions:

1. Known underground piping, structures, and other obstructions in the vicinity of construction are shown on the Drawings. Take great care in making installations near underground obstructions.
2. If objects not shown on the drawings are encountered, remove, relocate, or perform extra work as directed by the Architect/Engineer.

C. Fill and Backfilling:

1. No rubbish or waste material is permitted for fill or backfill.
2. Furnish all necessary sand for backfilling.
3. Dispose of the excess excavated earth as directed.

4. Backfill materials shall be suitable for required compaction, clean and free of perishable materials, frozen earth, debris, earth with a high void content, and stones greater than 4 inches in diameter. Water is not permitted to rise in unbackfilled trenches.
5. Backfill all trenches and excavations immediately after installing of conduit, or removing forms, unless other protection is directed.
6. Around piers and isolated foundations and structures, backfill and fill shall be placed and consolidated simultaneously on all sides to prevent wedge action and displacement. Spread fill and backfill materials in 6" uniform horizontal layers with each layer compacted separately to required density.
7. For conduits that are not concrete encased, lay all conduits on a compacted bed of sand at least 3" deep. Backfill around conduits with sand, in 6" layers and compact each layer.
8. Conduits that are concrete encased or in a ductbank, conduit spacers, and cradles shall be installed on a bed of compacted CA-6 gravel.
9. All conduits shall have sand backfill to 6" above the top of the conduit.
10. Place all backfill above the sand in uniform layers not exceeding 6" deep. Place then carefully and uniformly tamp each layer to eliminate lateral or vertical displacement.
11. Where the fill and backfill will ultimately be under a building, floor or paving, each layer of fill shall be compacted to 95% of the maximum density as determined by AASHTO Designation T 99 or ASTM Designation D 698. Moisture content of soil at time of compaction shall not exceed plus or minus 2% of optimum moisture content as determined by AASHTO T 99 or ASTM D 698 test.
12. After backfilling of trenches, no superficial loads shall be placed on the exposed surface of the backfill until a period of 48 hours has elapsed.

D. Surface Restoration:

1. Where trenches are cut through graded, planted or landscaped areas, the areas shall be restored to the original condition. Replace all planting and landscaping features removed or damaged to its original condition. At least 6" of topsoil shall be applied where disturbed areas are to be seeded or sodded. All lawn areas shall be sodded unless seeding is called out in the drawings or specifications.
2. Concrete or asphalt type pavement, seal coat, rock, gravel or earth surfaces removed or damaged shall be replaced with comparable materials and restored to original condition. Broken edges shall be saw cut and repaired as directed by Architect/Engineer.

3.8 CONDUIT INSTALLATION SCHEDULE

- A. In the event the location of conduit installation represents conflicting installation requirements as specified in the following schedule, a clarification shall be obtained from the Architect/Engineer. If This Contractor is unable to obtain a clarification as outlined above, concealed rigid galvanized steel conduit installed per these specifications and the National Electrical Code shall be required.

B. The following schedule shall be adhered to unless they constitute a violation of applicable codes or are noted otherwise on the drawings. The installation of RMC conduit will be permitted in place of any and all conduit specified in this schedule.

1. Below Grade: RNC.

2. Directional Boring: HDPE.

a. Directional boring of conduit for utility use shall be approved in advance by the Utility Company.

b. Directional boring of conduit for secondary service shall be approved in advance by the Owner.

3. Above Grade: IMC.

3.9 PULL AND JUNCTION BOX INSTALLATION

A. Provide electrical boxes as shown on the drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance.

B. Support pull and junction boxes independent of conduit.

C. Boxes shall be secured to the building structure with proper size screws, bolts, hanger rods, or structural steel elements.

D. On brick, block and concrete walls, exposed boxes shall be supported with no less than two (2) Ackerman-Johnson, Paine, Phillips, or approved equal screw anchors or expansion shields and round head stainless steel machine screws. Cast boxes shall not be drilled.

E. Boxes shall be fastened to wood structures by means of a minimum of two (2) stainless steel wood screws adequately large and long to properly support. (Quantity depends on size of box.)

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/07/2014

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 Commercial Lines HUB International Midwest Limited 601 Oakmont Lane, Suite 400 Westmont, IL 60559	CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): 630-468-5696	
	E-MAIL ADDRESS:	
INSURED Utility Dynamics Corporation 23 Commerce Drive Oswego, IL 60543	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acuity	NAIC # 14184
	INSURER B: Scottsdale Insurance Company	41297
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			X82314	11/01/2013	11/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			X82314	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMS0027680	11/01/2013	11/01/2014	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			X82314	11/01/2013	11/01/2014	<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
A	Leased/Rented Installation Fitr			X82314	11/01/2013 11/01/2013	11/01/2014 11/01/2014	\$375,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Village of Grayslake and The State of Illinois are named as additional insured on general liability & auto.
 Waiver of Subrogation applies on workers compensation in favor of the Village of Grayslake. Umbrella follows form. Coverage applies as required by written contract & is subject to terms and conditions of policies.

CERTIFICATE HOLDER Village of Grayslake 10 South Seymour Avenue Grayslake, IL 60030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. **Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. **Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. **Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) **Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(i) **Employment Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. **Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds,

but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Condition

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is

...led to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program

providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) Aspects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:

- a) Wear and tear;
- b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- c) Smog;
- d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;

- 2) Water that backs up or overflows from a sewer, drain or sump;
 - 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:
- 1) You did your best to maintain heat in the building or structure; or
 - 2) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) Loss to or damage to:
- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

- (2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the

most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

- (3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

- a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of op-

erations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be re-

duced by the application of such deductible amount.

- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:
 - (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you

are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

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

half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

- a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b) Any express warranty unauthorized by you;
- c) Any physical or chemical change in the product

m intentionally
by the vendor;

- d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or
containing such
products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or

political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:

- 1) The building or disassembly of scaffolding by or for you; or
- 2) The use of such scaffolding.

A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising

out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) Defects in design furnished by or on behalf of the additional insured; or

2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

b) Supervisory, inspection, architectural or engineering activities.

3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is hereby amended as follows:

(1) Condition 5. Other Insurance is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

if a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE**

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

STATE OF ILLINOIS }
 } SS
COUNTY OF LAKE }

ATTACHMENT E
CERTIFICATIONS OF INSURANCE COVERAGE

Utility Dynamics Corporation, as Contractor, and Hub International, as representative of contractor's insurer Acuity/Scottsdale ("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 Article IV 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.
Article

Dated this 19th day of March, 2013.

Attest/Witness

CONTRACTOR

By: [Signature]
By: [Signature]
Title: President

Joseph B. Spencer
Mark Reckamp

Title: Project Manager

Subscribed and sworn to before me
this 19th day of March, 2013.

My Commission Expires: 07/23/16

Christie M. Maday
Notary Public
SEAL



Attest/Witness

CONTRACTOR'S INSURER

By: [Signature]
By: _____
Title: Asset Account Manager

Title:

Subscribed and sworn to before me
this 18th day of March, 2013.

[Signature]
Notary Public
SEAL



Brett Kryska

From: Christie Maday [cmaday@utilitydynamicscorp.com]
Sent: Wednesday, March 19, 2014 8:44 AM
To: Brett Kryska
Subject: RE: Village Center Utility Project
Attachments: Grayslake Ins. Form.PDF

Good Morning Brett-

Please see attached for signed insurance form.

Thank You,

Christie Maday

Office Manager

**Utility Dynamics Corporation
23 Commerce Drive
Oswego, IL 60543**

**630-554-1722 Phone
630-554-1195 Fax**

From: Brett Kryska [mailto:bkryska@villageofgrayslake.com]
Sent: Monday, March 17, 2014 12:05 PM
To: Christie Maday
Subject: RE: Village Center Utility Project
Importance: High

Hi Christie:

Please see the attached official award letter. This letter is pending the completion of the Attachment E which was not signed in the documents you sent. Please email a completed signed version back to me. I will then proceed to have the contract signed and contact the project manager so he can schedule the work and provide you information on the coordination of the work.

Thanks,

Brett

Brett L. Kryska
Administrative Services
& Contracting Manager
Village of Grayslake
10 S. Seymour Avenue

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

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

Village Center Utility Burial Project

Sealed bids for this contract must be received before 2:00 p.m. on February 20, 2014, at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

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

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

Compliance conditions are included in the bid documents.

President and Board of Trustees
Village of Grayslake, Illinois

By: Village Manager
Michael J. Ellis

VILLAGE OF GRAYSLAKE

CONTRACT FOR

VILLAGE CENTER UTILITY BURIAL

INVITATION FOR BIDDER'S PROPOSALS

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

1. **Invitation to Bid**

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

Burial of overhead electric, telephone, and cable television utilities including, but not limited to, raceways for utility wiring, secondary electrical services, transformer/pedestal pads, demolition/removal work, excavation, surface restoration, and coordination with utility company work.

The works shall be performed at the following Work Site:

Specific areas shown on the Contract Drawings within the general area bounded by Center Street (north), South Seymour Avenue (east), Park Avenue (south), and South Slusser Street (west).

2. **Defined Terms**

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

3. **The Bid Package**

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

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;

- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be downloaded from www.villageofgrayslake.com at no cost or purchased at the office of Owner upon payment of **\$25.00** per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional **\$30.00** per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

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

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 2:00 p.m., local time, February 20, 2014 at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

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

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

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

DATED THIS SIXTH DAY OF FEBRUARY, 2014

VILLAGE OF GRAYSLAKE

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

VILLAGE OF GRAYSLAKE
CONTRACT FOR

VILLAGE CENTER UTILITY BURIAL

BIDDER'S PROPOSAL

Full Name of Bidder Utility Dynamics Corporation ("Bidder")

Principal Office Address 23 Commerce Drive, Oswego, IL 60543

Local Office Address 23 Commerce Drive, Oswego, IL 60543

Contact Person Joseph B. Spencer Telephone (630)554-1722

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

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1,2,3 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

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

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric,

PROPOSAL

foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

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

2. Contract Price Proposal

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

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

Five Hundred Nineteen Thousand Dollars and zero Cents
(in writing) (in writing)

\$519,000.00 Dollars and 00 Cents
(in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
2. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
3. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
4. 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
5. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

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

4. **Firm Proposal**

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

5. **Bidder Representations**

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

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

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

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

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of 5% of total bid dollars (\$ _____), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

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

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

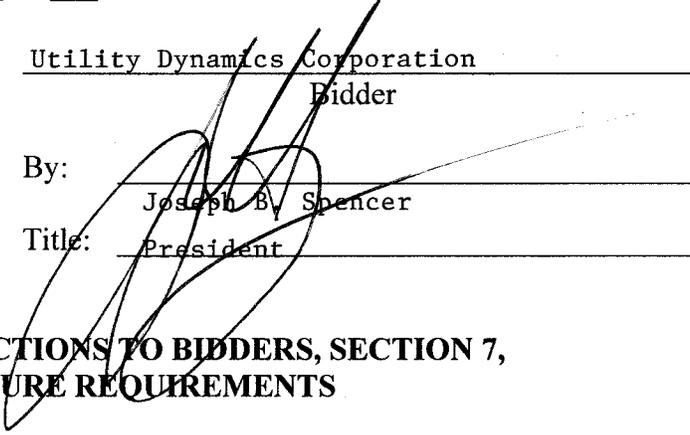
In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 20th day of February, 2014.

Attest/Witness:

Utility Dynamics Corporation
Bidder

By: 
Philip A. Whalen

By: 
Joseph B. Spencer

Title: Secretary

Title: President

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

VILLAGE OF GRAYSLAKE

CONTRACT FOR

VILLAGE CENTER UTILITY BURIAL

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Utility Dynamics Corporation.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Joseph B. Spencer</u>	<u>Glen Ellyn, IL</u>
Vice President	<u>Philip A. Whalen</u>	<u>Glen Ellyn, IL</u>
Secretary	<u>Philip A. Whalen</u>	<u>Glen Ellyn, IL</u>
Treasurer	<u>June Goggin</u>	<u>Glen Ellyn, IL</u>

ACKNOWLEDGEMENT

2. **Partnership**

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

The general partners of the partnership are as follows:

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

3. **Individual**

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

4. **Joint Venture**

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

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

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

ACKNOWLEDGEMENT

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

DATED this 20th day of February, 20 14.

Attest/Witness:

Utility Dynamics Corporation
Bidder

By: *Philip A. Whalen*
Philip A. Whalen
Title: Secretary

By: *Joseph P. Spencer*
Joseph P. Spencer
Title: President

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

My Commission Expires: 07/23/16

Christie M. Maday
Notary Public



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

VILLAGE OF GRAYSLAKE

CONTRACT FOR

VILLAGE CENTER UTILITY BURIAL

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: Electrical Contractor

2. Composition of Work

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

<u>30</u> % Federal	<u>40</u> % As Contractor	<u>55</u> % Bidder's Forces
<u>65</u> % Other Public	<u>60</u> % As Subcontractor	<u>5</u> % Subcontractors
<u>5</u> % Private		<u>40</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 43 years

ACKNOWLEDGEMENT

4. **Predecessor Organizations**

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

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

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>City of Aurora</u>	<u>Electrical</u>	<u>13-00000570</u>	<u>07/30/14</u>
_____	_____	_____	_____

6. **Related Experience**

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Palatine</u>	<u>Northern Illinois University</u>	<u>City of Geneva</u>
Owner Address	<u>200 E. Wood St. Palatine, IL 60067</u>	<u>100 W. Stadium Dr. DeKalb, IL 60115</u>	<u>22 S. 1st Street Geneva, IL 60134</u>
Reference	<u>George Ruppert</u>	<u>Pat Bell</u>	<u>Jennifer Hilkemann</u>
Telephone Number	<u>(847)358-7500</u>	<u>(815)753-6013</u>	<u>(630)232-1503</u>
Type of Work	<u>12 KV Undergrounding</u>	<u>Underground Distribution</u>	<u>Underground Elec. Cable Replacement</u>

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>Chicagoland</u> <u>Paving</u>	<u>-----</u> <u>-----</u>	<u>-----</u> <u>-----</u>
Amount of Contract	<u>\$39,761.00</u>	<u>\$145,800.00</u>	<u>\$375,137.00</u>
Date Completed	<u>08/17/13</u>	<u>10/18/09</u>	<u>11/11/13</u>

DATED this 20th day of February, 2014.

Attest/Witness:

Utility Dynamics Corporation

Bidder

By:

Philip A. Whalen
Philip A. Whalen

By:

Joseph B. Spencer

Title:

Secretary

Title:

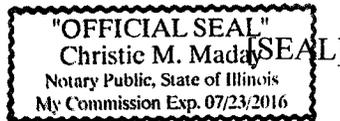
President

Subscribed and Sworn to
before me this 20th day
of February, 2014.

My Commission Expires:

07/23/16

Christie M. Mady
Notary Public



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

Utility Dynamics

From: Brett Kryska [bkryska@villageofgrayslake.com]

Sent: Monday, February 10, 2014 5:21 PM

To: undisclosed-recipients:

Subject: Village Center Utility Burial Bid Addendum#1

Hello:

Addendum #1:

There will be a non-mandatory pre-bid meeting for the Village Center Utility Burial project bid held on Wednesday, February 12th at 9:30 a.m. at the Grayslake Village Hall, 10 S. Seymour Avenue.

Thank you,

Brett

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

2/11/2014

Brett Kryska

From: Brett Kryska
Sent: Thursday, February 13, 2014 12:57 PM
Subject: FW: Village Center Utility Burial Project Questions/Answers

Hello:

Please see bidder questions below including answers to each question.

Thank you,

Brett

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

Questions

1. To what extent is required for this contract in coordinating the utility companies. Are they on board and can they meet the proposed completion dates?

The Contractor is required to schedule and coordinate both their work and the utility work. The utility companies are engaged on the project and have been participating in the design process. They are aware of the project schedule and have stated the completion dates can be met.

2. Please define completion; this contract is dependent on cutovers etc. beyond our control.

The intent of the completion date is for all work, including utility and removal work, to be completed. However, the Contractor will not be penalized if the utility companies do not perform on time as long as the contractor has made a good faith effort to coordinate and schedule the utility work in a timely manner. If utility work is not completed, the Contractor shall present documentation to show that a good faith effort was made to coordinate the work. If utility companies fail to perform, all of the Contractor's work not dependent on the utility shall still be completed (underground conduit, restoration, etc.).

3. The village has 60 days to award contract. The aggressive schedule and associated liquidated damages are of concern. What is the realistic start date? Per the worst case scenario, with the 60 days to award, a schedule of 4 1/2 weeks may not be realistic.

The Village intends to approve the successful bidder at the March 4 Village Board Meeting and will be prepared to execute the contract immediately.

4. The village will charge for overtime for engineering and inspection. What are the dollar value of those charges and how will they be quantified? Cutovers are on overtime; please quantify this for charges by the village.

Overtime charges for engineering or inspection services will not be assessed for necessary inspections that need to occur during overtime hours if they are scheduled and coordinated in advance with the Village. Charges will only be assessed if they are the result of the Contractor's negligence, failure to schedule work in a timely manner, or work not completed by the Completion Date. Charges will not be assessed for necessary inspections that need to occur during overtime hours if they are scheduled and coordinated in advance with the Village.

5. Will a generator need to be utilized? If so, please quantify the sizes and anticipated uses.

A generator is not anticipated to be necessary; however, outage durations need to be minimized. Once outages begin, work shall not stop until service is restored.

6. Is there a required separation of conduits for trenching and directional boring?

The installation shall follow utility company and National Electrical Code requirements.

7. Can electric, communication, and cable conduit be installed in the same bore hole?

Yes, if approved in advance by the utility companies (per Specification Section 26 05 33).

8. Pavement removal and replacement has a minimum of 3", what is the maximum? Without core samples, to quantify is a guess, when matching existing?

Existing pavement thickness is not known in all areas. The existing shall be matched in the Village Hall/Police parking lot, in the alley west of Whitney Street, and crossing Whitney Street. Damaged striping needs be replaced in these areas as well. Pavement in the alley between Whitney Street and Seymour Avenue only needs to be patched. Replacing the additional 12" of pavement on each side of the trench per the detail on C1.06 is not required. This area of the alley will be reconfigured and re-paved by a separate project starting shortly after completion of this Utility Burial project.

9. If horizontal directional drilling is opted for; will the warning tape requirement be waved?

A #8 metallic tracer wire should be installed with horizontal direction drilling.

Questions from Pre-Bid

1. Does the Contractor need to have an electrical license?

Prevailing wage, local labor, and licensing regulations shall be followed. All electrical work shall be performed by qualified, licensed electricians.

2. Does paving need to be completed by an IDOT prequalified contractor.

No.

3. Since on-site storage/staging areas will be limited, is there any off-site areas that can be utilized?

The Village's Public Works Facility at 585 Berry Avenue will be available for some storage of equipment and materials. The Contractor shall coordinate needs and available space with the Village after contract award. The Contractor's storage shall not interfere with Village operations.

4. What surface restoration is required in the plaza area at the corner of Whitney and Center Street (the surface is not currently visible due to snow)?

The existing surface in the proposed area of work (adjacent to the building) consists of topsoil, mulch, and some ornamental grasses.

5. Will the Contractor be compensated if utility companies fail to work at scheduled time (for outages, cutovers, etc.)?

The Contractor will be compensated if the utility fails to work at a scheduled time and does not notify the Contractor that it will not work within two hours of the scheduled time. Compensation will be limited to the overtime prevailing wage rate for up to two Electricians for up to two hours. Work shall be scheduled at least a week in advance and the Contractor shall present documentation to demonstrate scheduling and

VILLAGE OF GRAYSLAKE
CONTRACT FOR
VILLAGE CENTER UTILITY BURIAL

GENERAL INSTRUCTIONS TO BIDDERS

ADDENDUM #3 (2/14/14) (SEE SECTION 6 – PREPERATION OF BIDDER'S PROPOSAL)

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VILLAGE OF GRAYSLAKE

CONTRACT FOR

VILLAGE CENTER UTILITY BURIAL

GENERAL INSTRUCTIONS TO BIDDERS

ADDENDUM #3 (2/14/14) (SEE SECTION 6 – PREPERATION OF BIDDER'S PROPOSAL)

1. Interpretation of Documents Included in Bid Package

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

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

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

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

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

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

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

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

2. Calculation of Unit Price Proposals

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

3. Prevailing Wages

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics

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engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

4. Taxes and Benefits

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

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

6. Preparation of Bidder's Proposal

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

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

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

PROPOSAL

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

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

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

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

Add following paragraph (2/14/14):

Bidder shall include a contingency allowance in the amount of \$10,000.00 to cover costs of any additional work ordered. Contingency allowance shall be used only as directed for Owner's purposes, and only by change orders that designate amounts to be charged to contingency allowance. Contractor's related costs are not included in the Contract Sum (other than allowance itself) for work so ordered to be charged to contingency allowance. At time of project closeout, unused amounts remaining in contingency allowance shall be credited to Owner by change order.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

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- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

PROPOSAL

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any

PROPOSAL

additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals.

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Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in

PROPOSAL

compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Freedom of Information Act

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

VILLAGE OF GRAYSLAKE
CONTRACT FOR
VILLAGE CENTER UTILITY BURIAL

BIDDER'S PROPOSAL

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

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

Attention: Michael J. Ellis

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

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

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric,

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Utility Dynamics Corporation
23 Commerce Drive Oswego, IL 60543

as Principal, hereinafter called the Principal, and Western Surety Company
333 S. Wabash Ave. Chicago, IL 60604

a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Grayslake
10 S. Seymour Ave Grayslake, IL 60030

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Village Center Utility Burial Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of February, 2014

Philip A. Whalen
Philip A. Whalen (Witness) Secretary

Utility Dynamics Corporation
(Principal) (Seal)
By: Joseph B. Spencer, President (Title)

Fariese M. Pisciotto
Fariese M. Pisciotto (Witness)



Western Surety Company
(Surety) (Seal)
By: Jennifer J. McComb (Title)
Attorney-in-Fact

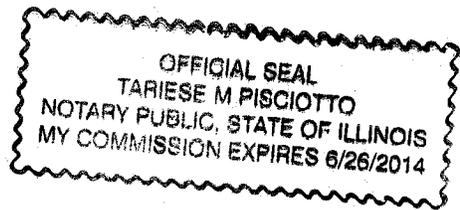
STATE OF Illinois
COUNTY OF DuPage

I, Tariese M. Pisciotto Notary Public of DuPage County,
in the State of Illinois, do hereby certify that Jennifer J. McComb
Attorney-in-Fact, of the Western Surety Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Western Surety Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westmont
in said County, this 20th day of February A.D., 2014

Tariese M. Pisciotto
Notary Public Tariese M. Pisciotto

My Commission expires: June 26, 2016



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Jennifer J. McComb , Individually

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

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Utility Dynamics Corporation
Obligee: Village of Grayslake

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.

WESTERN SURETY COMPANY

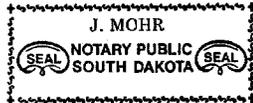


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of February, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



March 17, 2014

Utility Dynamics Corporation
23 Commerce Drive
Oswego, IL 60030

Re: Village Center Utility Burial

The Village of Grayslake has awarded the contract for **Village Center Utility Burial** to your firm in the amount of **\$519,000.00**. This award is pending the completion of Attachment E included in the contract documents.

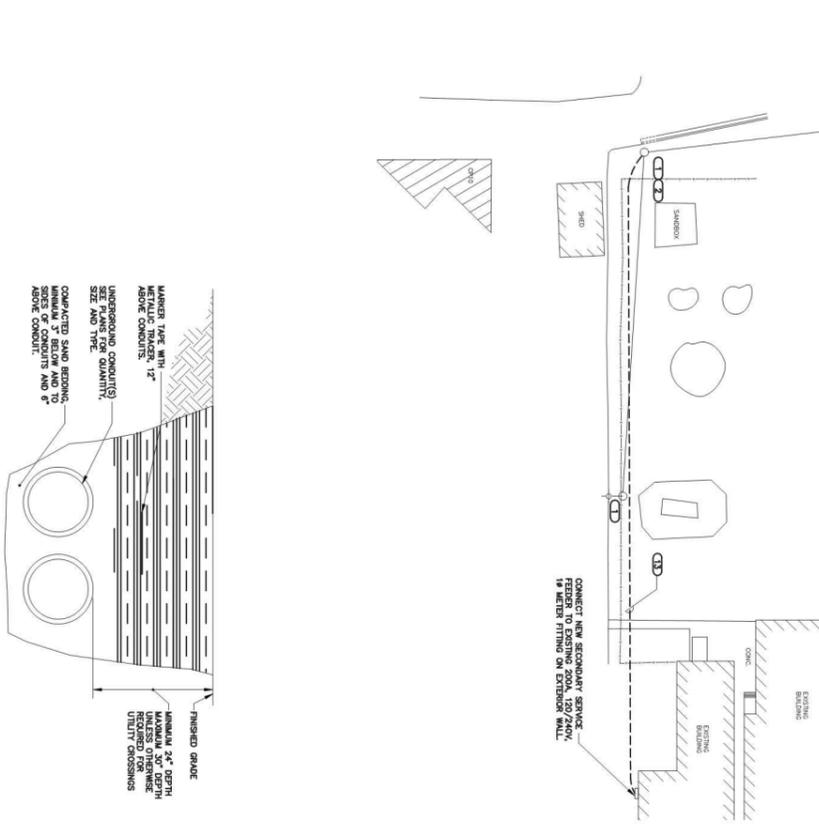
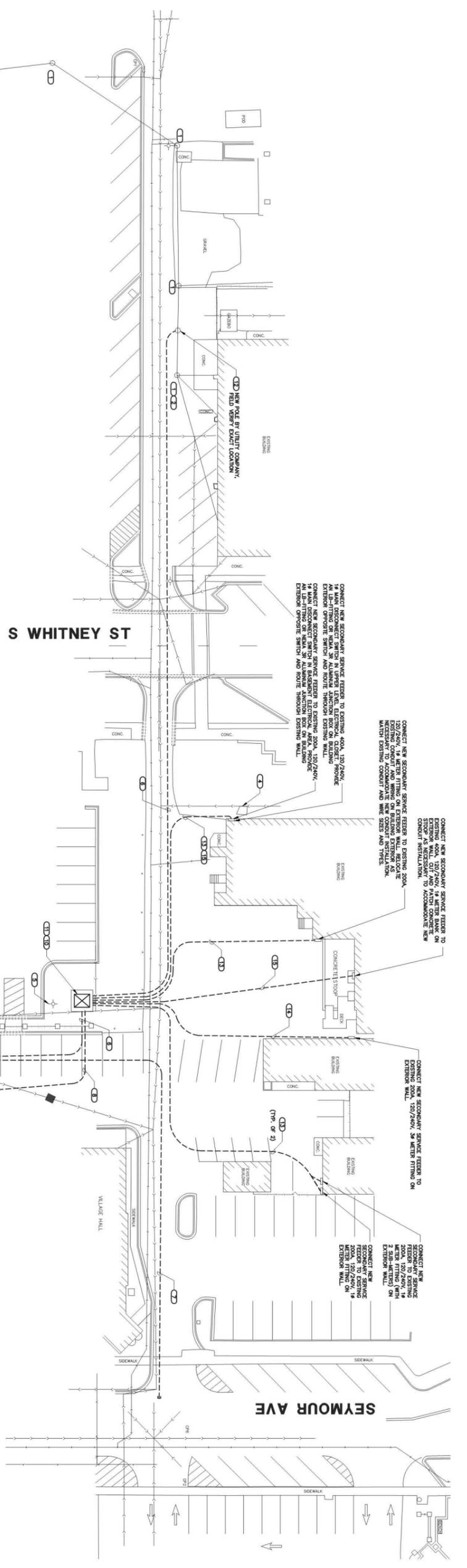
If you have any questions, please feel free to contact me at (847) 223-8515.

Sincerely,

VILLAGE OF GRAYSLAKE

Brett Kryska
Administrative Services
& Contracting Manager

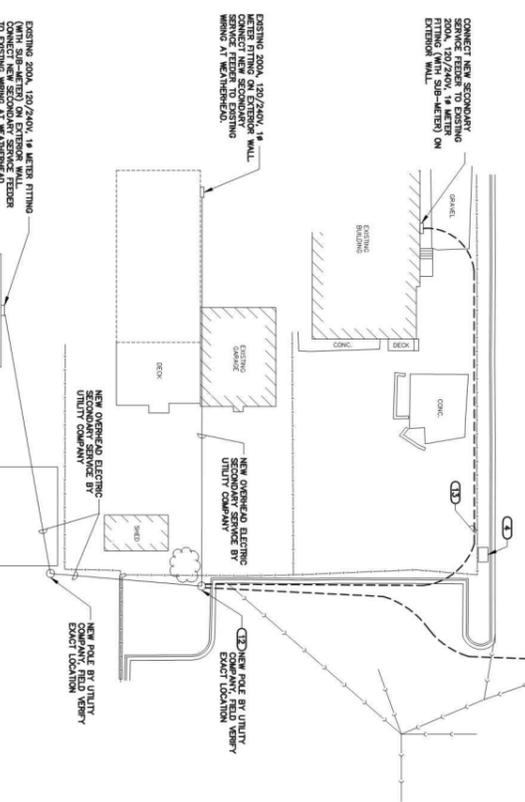
Mayor: Rhett Taylor
Trustees: Bruce R. Bassett ~ Jeff Werfel ~ Amy Edwards ~ Shawn M. Vogel ~ Ronald L. Jarvis ~ Kevin D. Waldenstrom
Village Clerk: Cynthia E. Lee



2 UNDERGROUND CONDUIT DETAIL

- NOTES:
1. INSTALL 200 B THREE STRENGTH PULL ROPE IN ALL EMPTY CONDUITS.
 2. PROVIDE TRENCHING, BACKFILL, AND SURFACE RESTORATION PER SPECIFICATIONS AND CIVIL DRAWINGS.

1 ELECTRICAL PLAN - ELECTRIC

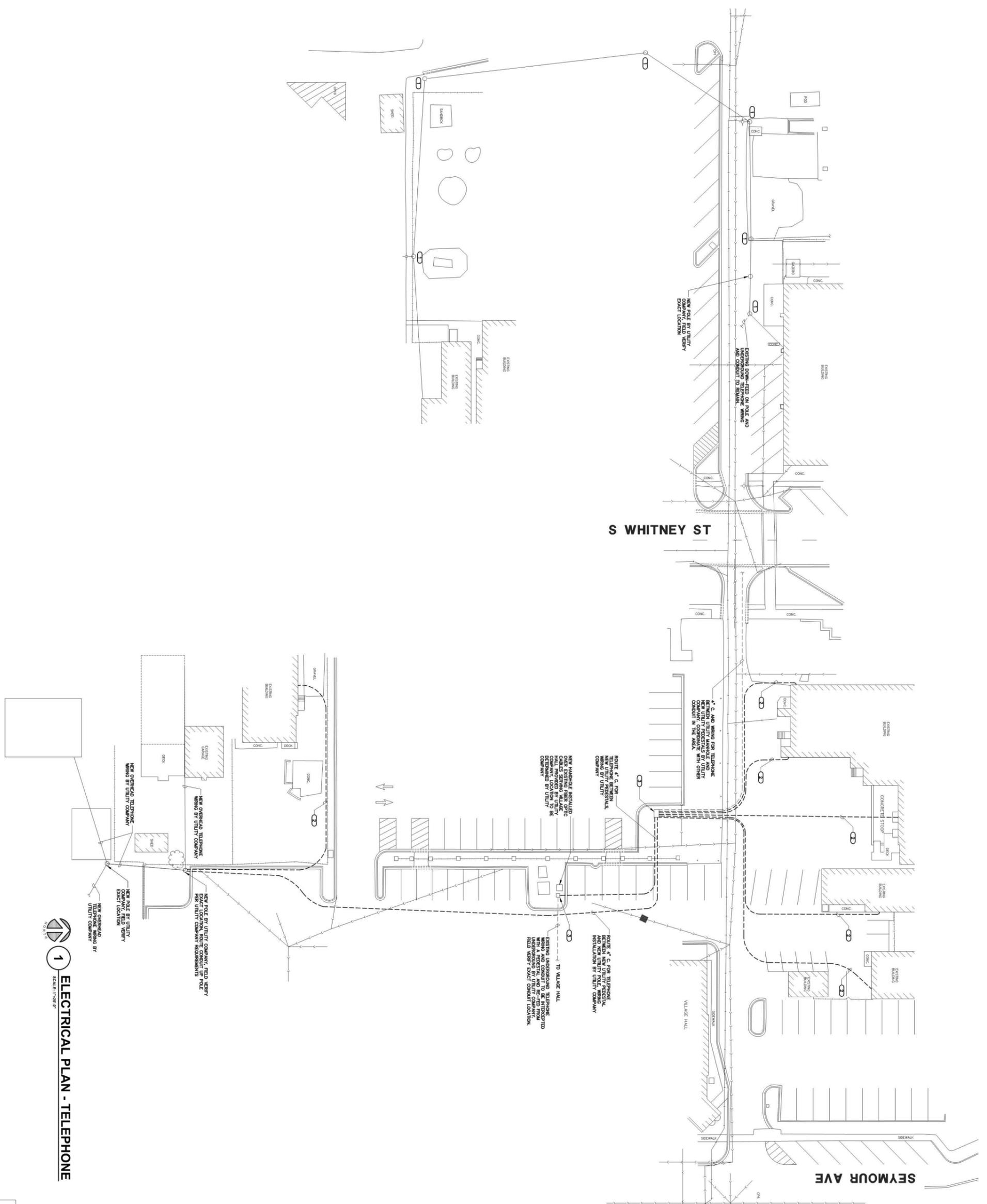


- DRAWING NOTES**
1. REFER TO SHEET E1.00 FOR GENERAL NOTES.
 2. REFER TO CIVIL DRAWINGS FOR EXISTING UNDERGROUND CONDUIT DETAIL.
 3. VERIFY EXISTING SERVICE GROUNDING IS NOT DAMAGED BY NEW CONSTRUCTION. MATCHING EXISTING SIZES AND TYPES PER N.E.C. ARTICLE 250.

- KEYNOTES**
1. EXISTING UTILITY POLE TO REMAIN.
 2. EXISTING POLE MOUNT UTILITY TRANSFORMER TO REMAIN.
 3. EXISTING UNDERGROUND ELECTRIC SECONDARY SERVICE WIRING AND CONDUIT LOCATION.
 4. EXISTING SITE ELECTRICAL DISTRIBUTION AND WIRING TO REMAIN.
 5. EXISTING SITE LIGHTING AND ALL ASSOCIATED BRANCH CIRCUITS TO REMAIN. WIRING AS NECESSARY TO ACCOMMODATE NEW UNDERGROUND WORK. LAMPS AND TYPES WHERE LIGHTING CONDUIT HEADS REMOVED AND REPAIRED WITH CONDUIT SHALL NOT BE REUSED. ALL WIRING LAMPS SHALL BE LOCATED IN UNFINISHED AREAS.
 6. INSTALL 5" C. FOR ELECTRIC UTILITY PRIMARY, WIRING BY UTILITY COMPANY.
 7. INSTALL 5" C. AND CAP FOR FUTURE ELECTRIC UTILITY PRIMARY.
 8. INSTALL 4" C. FOR ELECTRIC UTILITY SERVICE WIRING BY UTILITY COMPANY.
 9. EXISTING RIGID, TYPE TRANSFORMER TO BE REPLACED WITH FIBER-THERMOPLASTIC TYPE TRANSFORMER. ALL WIRING SHALL BE RECONNECTED AND RE-TERMINATED EXISTING REPAIRMENT CONTRACTOR SHALL VERIFY LONG ENOUGH TO TERMINATE ON LINE OF NEW TRANSFORMER.
 10. NEW 120/240V TRANSFORMER INSTALLED SHALL INSTALL NEW CONCRETE PAD AND RECOMMENDATIONS PROVIDE VEHICULAR BARRIERS FOR UTILITY COMPANY. TYPE CONCRETE FIBER PIPE BOLLARDS SET IN CONCRETE.
 11. PROVIDE (2) 4" C. STUBBED OUT OF MINIMUM 5' PAST PAD. CAP FOR FUTURE USE.
 12. COMPANY REQUIREMENTS PER UTILITY.
 13. ROUTE 3/4" O.D. NH#-2 IN 3" C. FOR ELECTRIC SECONDARY SERVICE.
 14. ROUTE 4/4" O.D. NH#-2 IN 3" C. FOR ELECTRIC SECONDARY SERVICE.
 15. ROUTE 3/4" O.D. NH#-2 IN 3" C. FOR ELECTRIC SECONDARY SERVICE.
 16. ROUTE 1/2" O.D. NH#-2 IN 3" C. FOR ELECTRIC SECONDARY SERVICE.

VILLAGE CENTER UTILITY BURIAL
VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE, GRAYSLAKE, ILLINOIS 60030

<p>100 WASHINGTON ROAD, SUITE 1000 HAVERTHILL, IL 60533 TEL: 630.272.2321 FAX: 630.272.2321 www.kjww.com</p>	<p>GHA GENIUS ASSOCIATES, INC. 550 South Elm Street - Vernon Hills, IL 60061 TEL: 847.479.9700 - FAX: 847.479.9701</p>	DESIGNED BY: DRANK B.V. CHECKED BY: JML PROJECT NUMBER: 13.0657.00 DATE: 02-06-2014	SHEET DESIGNATION: ELECTRICAL PLAN - ELECTRIC SHEET NUMBER: E1.01
		DESIGNED BY: DRANK B.V. CHECKED BY: JML PROJECT NUMBER: 13.0657.00 DATE: 02-06-2014	SHEET DESIGNATION: ELECTRICAL PLAN - ELECTRIC SHEET NUMBER: E1.01



1 ELECTRICAL PLAN - TELEPHONE
SCALE 1/8"=1'-0"

DRAWING NOTES

1. REFER TO SHEET E1.00 FOR GENERAL NOTES.
2. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
3. REFER TO UNDERGROUND CONDUIT DETAIL 2/31/14.

KEYNOTES

1. EXISTING UTILITY POLE TO REMAIN.
2. ROUTE 2" C FOR TELEPHONE STRUBBED-UP 2' ABOVE GRADE AT OR AS DIRECTED BY UTILITY COMPANY. WIRING BY UTILITY COMPANY.
3. NEW UTILITY PIPES/STUBS PROVIDED BY UTILITY COMPANY. EXACT SIZE AND LOCATION AND CONDUIT RESISTANCE WITH UTILITY COMPANY.

VILLAGE CENTER UTILITY BURIAL
VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE, GRAYSLAKE, ILLINOIS 60030

NO.	DATE	REVISION DESCRIPTION

DESIGNED BY	DRAWN BY	CHECKED BY
JML	DEK	TB
PROJECT NUMBER	DATE	
13.0657.00	02-06-2014	

SHEET DESCRIPTION
ELECTRICAL PLAN - TELEPHONE

SHEET NUMBER
E1.03

KJWW ENGINEERS CONSULTANTS
Especialistas en el arte de la Ingeniería

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STRUCTURAL | MECHANICAL | ELECTRICAL
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