

# VILLAGE OF GRAYSLAKE



## CONTRACT BOOK

**Seymour Park  
2016 Site Improvements-Masonry**

**CONTRACT BETWEEN  
VILLAGE OF GRAYSLAKE**

**AND**

**JAC MASONRY, INC.**

**FOR**

**SEYMOUR PARK  
2016 SITE IMPROVEMENTS-MASONRY**

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**CONTRACT BETWEEN**  
**VILLAGE OF GRAYSLAKE AND**  
**JAC MASONRY, INC.**  
**FOR**  
**SEYMOUR PARK**  
**2016 SITE IMPROVEMENTS-MASONRY**

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 JAC Masonry, Inc. 242 Park Avenue, Lake Village, IL 60046, an Illinois Corporation (“Contractor”), make this Contract as of the 22<sup>nd</sup> day of April, 2016, 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.

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 Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures,

hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

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

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

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

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

#### **1.4 Review and Interpretation of Contract Provisions**

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

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

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

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

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

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

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

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

Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract. In the event more than two re-submittals of any Required Submittal is necessary to make such Required Submittal conform to this Contract, Contractor shall be charged the total cost incurred by Engineer for all subsequent reviews of

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

**1.6            Technical Ability to Perform**

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

**1.7            Financial Ability to Perform**

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

**1.8            Contractor's Certification.**

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

**1.9            Time**

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

**1.10          Safety at the Work Site**

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

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained

permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

**1.11 Cleanliness of the Work Site and Environs**

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

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

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

**1.13 Administration of the Work**

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

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

B.    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.

C.    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**

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.

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 A or Attachment C to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

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

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

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

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 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"), and subject to retainage as provided in Section 5.3.F below.

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.

F. Retainage. For each Progress Payment, Contractor shall receive 90% of the Progress Payment amount, and the Village shall hold 10% of such Progress Payment as retainage (the "Retainage Amount"). The Village may utilize the Retainage Amount to cure any deficiency in the Contractor's performance that is identified prior to Final Acceptance (as defined below). Not less than three days prior to the Village utilizing any of the Retainage Amount, the Village shall notify the Contractor of (i) the deficiency in Contractor's performance, (ii) the Village's intention to utilize the Retainage Amount or some portion thereof, (iii) the nature and anticipated time of commencement of the Village's curative activities, and (iv) an estimate of the Retainage Amount to be used. If, prior to the commencement of the Village's curative activities, the Contractor notifies the Village of its intent to cure its deficiency in a timely fashion (as determined by the Village's anticipated time of commencing curative activities), then the Village shall defer proceeding with its curative activities and allow the Contractor to undertake its own corrective action.

#### **5.4 Final Acceptance and Final Payment**

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

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

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price (including

the balance of the Retainage Amount), 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 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.

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 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 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 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.

**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:

JAC Masonry, Inc.  
242 Park Avenue  
Lake Villa, IL 60046  
Attention: James Carlson

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 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](http://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 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, of being contacted by the Village 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**

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

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

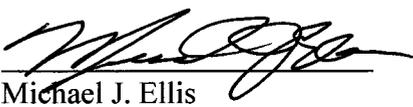
**7.16 Amendments**

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

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

(SEAL)

Attest/Witness:  
By:   
Title: pm

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

Attest/Witness:  
By:   
Title: Secretary

**JAC MASONRY, INC.**  
By:   
Title: VP

STATE OF ILLINOIS        )  
  )  
COUNTY OF IL        )        SS

CONTRACTOR'S CERTIFICATION

Daniel K Carlsen, 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 6<sup>th</sup> day of May, 2016.

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

JAC MASONRY, INC  
By: [Signature]  
Title: VP

Subscribed and Sworn to  
before me this 6<sup>th</sup> day  
of May, 2016.  
[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_  
[SEAL] 

**ATTACHMENT A  
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Please see Attachment C.
- II. Work Site: Please see Attachment C.
- 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: Please see Attachment C.
- VI. Insurance Limit Requirements (if not amended by Attachment C)

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:

\$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

\$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

VILLAGE OF GRAYSLAKE

CONTRACT FOR

SEYMOUR PARK - 2016 SITE IMPROVEMENTS-MASONRY

BIDDER'S PROPOSAL

Full Name of Bidder JAC MASONRY, INC. ("Bidder")

Principal Office Address 242 PARK AVENUE, LAKE VILLA, IL 60046

Local Office Address SAME

Contact Person TODD SCHUERMAN Telephone 847-265-2300 x203

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 Bid Package, 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 capitalized terms in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in

Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

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

2. Lump Sum 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 indicated below which Bidder understands and agrees will be made a part of the Contract:

**LUMP SUM CONTRACT PRICE:**

FIFTY-FOUR THOUSAND Dollars and NO Cents  
(in writing) (in writing)

\$54,000 Dollars and NO Cents  
(in figures) (in figures)

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates 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 1% dollars (BASE BID), 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 25 day of FEB, 2016.

Attest/Witness:

By: [Signature]

Title: VP

JAC MASONRY, INC  
Bidder

By: TODD SCHWENK

Title: PM / ESTIMATOR

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

VILLAGE OF GRAYSLAKE

CONTRACT FOR

SEYMOUR PARK  
2016 SITE IMPROVEMENTS-MASONRY

BIDDER'S SWORN ACKNOWLEDGEMENT

JAC MASONRY, INC. ("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 IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of JAC MASONRY, INC.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>JAMES CARLSON</u>	<u>6294 CURTISS, STROKTON, IL</u>
Vice President	<u>DANIEL CARLSON</u>	<u>1655 FORESTVIEW WAY, AUSTON, IL</u>
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

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

The general partners of the partnership are as follows:

**NAME**

**ADDRESS**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

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

4. **Joint Venture**

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

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

**NAME (and ENTITY TYPE)**

**ADDRESS**

_____ ( )	_____
_____ ( )	_____
_____ ( )	_____

[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 25 day of FEB, 2016.

Attest/Witness:

JAC MASOPRY, INC.  
Bidder

By: [Signature]

By: TODD SCHUMMAJ [Signature]

Title: VP

Title: Pm / ESTIMATOR

Subscribed and Sworn to  
before me this 24<sup>th</sup> day  
of February, 2016.

My Commission Expires:

[Signature]  
Notary Public



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

VILLAGE OF GRAYSLAKE

CONTRACT FOR

SEYMOUR PARK

2016 CIVIL SITE IMPROVEMENTS-MASONRY

BIDDER'S SWORN WORK HISTORY STATEMENT

JAC MASONRY, INC. ("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: MASONRY CONSTRUCTION

2. Composition of Work

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

<u>20</u> % Federal	<u>        </u> % As Contractor	<u>65</u> % Bidder's Forces
<u>20</u> % Other Public	<u>100</u> % As Subcontractor	<u>5</u> % Subcontractors
<u>60</u> % Private		<u>30</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 27 years

4. **Predecessor Organizations**

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

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

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>N/A</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>Graylake</u>	<u>Graylake</u>	<u>Graylake Central District</u>
Owner Address	<u>13258 LAKE ST</u>	<u>201 center st</u>	<u>High school</u>
Reference	<u>Metra Kiosk + Warm</u>	<u>Whitney street hearth structure</u>	_____
Telephone Number	_____	_____	_____
Type of Work	<u>MASONRY</u>	<u>MASONRY</u>	<u>MASONRY</u>

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>Village of Graystone</u>	<u>UOG</u>	<u>Better Const</u>
Amount of Contract	<u>49480</u>	<u>33950</u>	<u>28260</u>
Date Completed	<u>3/14/2014</u>	<u>8/26/2013</u>	<u>2/19/2016</u>

DATED this 25 day of FEB, 2016.

Attest/Witness:

JAC MASONRY, INC.  
Bidder

By: [Signature]  
Title: VP

By: TODD SCHUERMAN [Signature]  
Title: PM/ESTIMATOR

Subscribed and Sworn to  
before me this 24<sup>th</sup> day  
of February, 2016.

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public



[SEAL]

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

**BID BOND**

**AMCO Insurance Company  
Nationwide Mutual Insurance Company  
Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**  
JAC Masonry, Inc.  
242 Park Avenue  
Lake Villa, IL 60046

**SURETY:**  
Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**OWNER:**  
Village of Grayslake  
10 S. Seymour Avenue  
Grayslake, IL 60030

**BOND AMOUNT:** 10% of the Total Bid Amount (Ten Percent of the Total Bid Amount)

**PROJECT:**  
Seymour Park - 2016 Site Improvements - Masonry

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

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

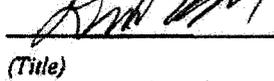
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 25 day of February, 2016

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

JAC Masonry, Inc.  
(Principal) \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
(Title)

Nationwide Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
(Title) Paul F. Praxmarer, Attorney-in-Fact



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Luke F Praxmarer, Paul F Praxmarer, Rebecca C Spees

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Five Million Dollars

\$5,000,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

**Execution of Instruments.** Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.



*Terrance Williams*  
Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

*Sandy Alitz*

Notary Public  
My Commission Expires  
March 24, 2017

### CERTIFICATE

I, Robert W Moirer II, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 25 day of February 20, 11

*Robert W Moirer II*  
Secretary

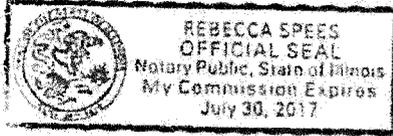
This Power of Attorney Expires March 24, 2017

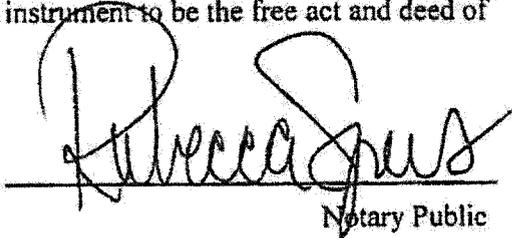
# ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

County of Cook

On this 25<sup>th</sup> day of February, 2016 before me appeared Paul F. Praxmarer to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the **Nationwide Mutual Insurance Company**, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

My Commission Expires:  
July 30, 2017

County of Cook, State of Illinois

### **SPECIAL PROVISIONS (ATTACHMENT C)**

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

#### **CONTRACTUAL REQUIREMENTS:**

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

#### **PROJECT TITLE:**

Seymour Park – 2016 Site Improvements-Masonry

#### **COMPLETION DATE**

Once construction has begun, it is also understood that the Contractor will make every effort to continue the work until such time that the Village considers it completed. In no case shall the work be completed after June 10<sup>th</sup>, 2016.

#### **LIQUIDATED DAMAGES:**

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

#### **BASIS OF AWARD:**

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

#### **DEFINITIONS:**

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

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

**BIDDING REQUIREMENTS AND CONDITIONS:**

a. **Contractor Prequalification**

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

b. **Delivery of Proposals**

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

c. **Interpretation of Bid Documents**

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

d. **Inspection of Site**

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

**AWARD AND EXECUTION OF CONTRACT:**

a. **Requirement of Contract Bond**

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

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

**b. Execution of the Contract**

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

**c. Contract Award**

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

**SCOPE OF THE WORK:**

**a. Site Cleanup**

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

**b. Change Orders**

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

**c. Disputes**

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

**CONTROL OF WORK:**

**a. Cooperation with Utilities**

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

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

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

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

**CONTROL OF MATERIALS:**

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

b. **Quality of Materials**

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

c. **Material Certifications**

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

**LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC:**

a. **Insurance**

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

In addition to the insurance coverages required by Article 107.27 of the Standard Specifications, the Contractor shall also purchase and maintain umbrella liability coverage in an amount not less than \$3,000,000. Such coverage shall include, but not be limited to, excess coverage for the Worker's Compensation, Comprehensive General and Automobile Liability policies.

In addition to delivering certificates of insurance in accordance with Article 107.27 of the Standard Specifications, the Contractor shall also deliver to the Municipality, with copies

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

**b. Prevailing Rate of Wages**

As required by the Illinois Prevailing Wage Act, all contractors and subcontractors are required to pay the prevailing rate of wages and benefits as specified by the latest Illinois Department of Labor Prevailing Wages for Lake County.

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

**c. Americans with Disabilities Act**

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

**d. Sexual Harassment**

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

**e. Responsibility for Damage Claims**

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

work under the Contract, which may arise in connection with the work to be performed

under the Contract.

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

**f. Protection of Public/Private Property**

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

**g. Concrete Breakers**

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

**h. Maintenance of Roadway During Construction**

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

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

The Contractor shall clean all permanent roadways used for construction activities by using motorized street sweeper that utilizes vacuum and water to pick up debris twice weekly (mid-week and Friday afternoon before 4:00 p.m.) as required and as directed by the Engineer. Twice weekly cleanings will be considered incidental to the contract. Additional cleanings, when directed by the Engineer, will be paid for at the contract unit price for each ADDITIONAL STREET SWEEPING. Each ADDITIONAL STREET SWEEPING will include one (1) complete cleaning of job site, including furnishing all labor, water, and equipment for cleaning roadways as herein specified.

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

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

**p. Compliance with Laws**

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

**q. Water Use During Construction**

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

**PROSECUTION AND PROGRESS:**

**a. Approval of Subcontractors**

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

**b. Notification of Work**

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

**c. Prosecution of the Work**

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

**d. Progress Schedule**

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

**e. Work Suspension**

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

**f. Hours of Work**

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

**g. Disposal of Materials**

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

**h. Stockpiling of Materials**

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

**MEASUREMENT AND PAYMENT:**

**a. Partial Payments**

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

**b. Interest on Money Due the Contractor**

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

**c. Method of Payment**

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

**d. Measurement for Payment**

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

**e. Request for Payment**

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

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

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

**f. Deductions**

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

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

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

**TRAFFIC CONTROL AND PROTECTION, SPECIAL:**

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

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

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

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

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

This Work shall be included in the lump sum contract price, which price shall be payment in full for all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, and remove all traffic control devices indicated in the Bid Documents. The salvage value of the materials removed shall be reflected in the contract price.

**TRAFFIC CONTROL DEFICIENCY:**

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

Failure to comply with the Standard Specifications, and these contract Special Provisions concerning traffic control will result in a charge of \$1,000.00 per day. In addition, if the Contractor fails to respond, the Municipality may correct the deficiencies and all cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

**DECORATIVE PERIMETER FENCE BRICK PIER:**

This pay item shall include all labor, equipment, and materials necessary to furnish and install the proposed masonry piers at each location indicated on the engineering plans and as detailed in the architectural plans (also included in the engineering plans). This also includes masonry piers at the entrance of the park with the arched gateway which the gateway will be constructed by others.

Construction of the associated steel fence, and other items indicated in the architectural details will be completed separately by others and is NOT included in this contract. The intermediate 8” concrete foundations for the steel fence posts will also be completed separately and are NOT included in this contract.

**Basis of Payment.** This work will be paid for as part of the LUMP SUM contract, which price shall include all of the above.







PERFORMANCE BOND

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 18 day of May, 2016.

Attest/Witness:

By: [Signature]

Title: U.P. Finance

PRINCIPAL: JAC Masonry, Inc.

By: [Signature]

Title: VP

Attest/Witness:

By: [Signature]

Title: Witness

SURETY: Nationwide Mutual Insurance Company

By: [Signature]  
Luke F. Praxmarer

Title: Attorney-in-Fact

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

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: **JAC MASONRY, INC., 242 PARK AVENUE, LAKE VILLA, IL 60046**, as Principal, hereinafter called Contractor, and

Nationwide Mutual Insurance Company

1100 Locust St., Dept. 2006, Des Moines, IA 50391-2006

\_\_\_\_\_, 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 **\$54,000.00**, 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 April 22, 2016, with Owner entitled "**Seymour Park 2016 Site Improvements - Masonry**" (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 work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract; (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

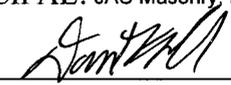
of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

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.

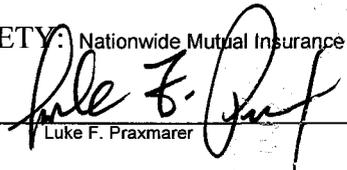
Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; 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 18th day of May, 2016.

Attest/Witness:   
By: \_\_\_\_\_  
Title: U.P. Finance

PRINCIPAL: JAC Masonry, Inc.  
By:   
Title: VP

Attest/Witness:  
By:   
Title: Witness

SURETY: Nationwide Mutual Insurance Company  
By:   
Luke F. Praxmarer  
Title: Attorney-in-Fact

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

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

**Luke F Praxmarer, Paul F Praxmarer, Rececca C Spees**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**Five Million Dollars**

**\$5,000,000.00**

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.

**Terrance Williams, President and Chief Operating Officer** of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

### CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 18<sup>th</sup> day

of May, 2016.

  
Secretary

This Power of Attorney Expires March 24, 2017

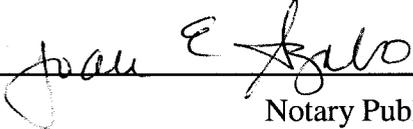
# ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

County of **Cook**

On this **18<sup>th</sup>** day of **May, 2016** before me appeared **Luke F. Praxmarer** to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the **Nationwide Mutual Insurance Company**, a corporation: that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
**April 16, 2019**

County of **Cook**, State of **Illinois**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

**THOSE PERSONS OR ORGANIZATIONS WITH WHOM  
YOU HAVE AGREED THROUGH A WRITTEN  
CONTRACT EXECUTED PRIOR TO THE LOSS.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location And Description Of Completed Operations**

**THOSE PERSONS OR ORGANIZATIONS WITH WHOM  
YOU HAVE AGREED THROUGH A WRITTEN  
CONTRACT EXECUTED PRIOR TO THE LOSS.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".