

AGREEMENT #23083

THIS AGREEMENT is by and between Lake County Public Works Department
(hereinafter called OWNER) and _____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sanitary sewer rehabilitation at N. Linden Avenue, Grayslake associated with Linden Sewer Replacement Project and at Inverrary Lane, Deerfield.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Sanitary Sewer Lining in 2023 through MPI program

ARTICLE 3 – ENGINEER

- 3.01 The ENGINEER for this project is Lake County Public Works. The Engineer's Consultant shall be any licensed professional architect or engineer, or working under the supervision of a licensed professional architect or engineer, who has been designated as the Engineer's Consultant.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion and payment.
- A. The Work will be substantially completed within 60 (sixty) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 80 (eighty) calendar days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial consequences if the Project is not completed within the time specified in Paragraph 4.02.A. above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if the Project is not completed on time. Accordingly, instead of requiring any such proof of losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500 (Five Hundred Dollars) for each calendar day that expires after the time specified in Paragraph 4.02.A for Substantial Completion until the Work is Substantially Complete. After Substantial Completion if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 (Five Hundred Dollars) for each calendar day that expires after the time specified above for completion and readiness for final payment.
- B. Permitting CONTRACTOR or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract.

ARTICLE 5 – CONTRACT PRICE

- 5.1 OWNER shall pay CONTRACTOR for the completion of the Work in accordance with the Contract Documents in current funds as shown in the Unit Price Schedule and any Supplementary Price Schedules as completed in the Bid Form, hereto attached as Exhibit "A" as accepted by OWNER, in the amount of \$_____.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments:

- 6.2 OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER

each month during construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Retainage:

- 6.2.1 After each Application for Payment has been found acceptable by OWNER, OWNER will pay 90% of the estimated value less any previous payments to CONTRACTOR until the Project is 50% complete. At 50% completion, further progress payments will be made in full to CONTRACTOR and no additional amounts will be retained unless ENGINEER determines that the character and progress of the Work is not proceeding satisfactorily. Amounts previously retained shall not be paid to CONTRACTOR. At 50% completion or any time thereafter when the character and progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed.
- 6.2.2 Upon Substantial Completion of the Work, the amount retained may be reduced. When the Work has been Substantially Completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of OWNER are valid reasons for non-completion, OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

Final Payment:

- 6.3 Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

ARTICLE 7 – PAYMENTS

- 7.1 Payments shall be made in accordance with the Local Government Prompt Payment Act.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR certifies that CONTRACTOR was not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

1. This Agreement.
2. Performance Bond
3. Payment Bond.
4. Entirety of the contents (except the Contract with the Village of Arlington Heights) included in the Invitation For Bid Requests Packet for **Sanitary and Storm Sewer Lining** For the municipalities of Arlington Heights, Glencoe, Glenview, Golf, Kenilworth, Lake County Public Works, Lincolnshire, Northfield, Prospect Heights, Riverwoods & Winnetka.
5. Notice to Proceed, not attached hereto.
6. Location map of sanitary sewer lining for LCPW
7. All Addendum inclusive.
8. Contractor's Bid
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Written Amendments
 - c. Work Change Directives
 - d. Change Orders

9.2 The documents listed in Paragraphs 9.1 et seq. above are attached to this Agreement (except as expressly noted otherwise above.). There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

In the event of CONTRACTOR's and/or vendor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the CONTRACTOR and/or vendor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, CONTRACTOR and/or vendor agree as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of the contract or other legally available remedies.
2. That, if it hires additional employees in order to perform this Contract, or any portion thereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age marital status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or

understanding, a notice advising such labor organization or representative of the CONTRACTOR's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, CONTRACTOR will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will abide by "The Veterans Preference Act, 330 ILCS 55/1" which in part provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..." and the Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
8. That it will include verbatim or by reference the provisions of Paragraphs 1 through 8 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also include the provisions of Paragraphs 1,5,6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, CONTRACTOR will be liable for such compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event that any Subcontractor fails or refuses to comply therewith. In addition, no CONTRACTOR will utilize any Subcontractor declared by the Commission to be nonresponsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and

ENGINEER. All portions of the Contract Document have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20_____, (which is the effective Date of the Agreement).

Attest:

(CONTRACTOR)

(Signature)

(Signature)

Address for giving notices:

(Typed Name and Title)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONTRACTOR's License No. _____
(If required by state or municipal law)

Attest:

Lake County, IL

(OWNER)

(Signature)

(Signature)

Address for giving notices:

RuthAnne Hall
Purchasing Agent

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract,

arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced

EJCDC® C-610, Performance Bond

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or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from 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.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after

all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

CHANGE ORDER NO. ____

Owner: Lake County Public Works Department

Date _____

Project _____

Owner's Contract No. PW# _____ Contractor _____

Date of Contract Start _____ \$ _____

You are directed to make the following changes in the Contract Documents. Description:

Reason for Change Order:

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial completion	To final completion
Original:	\$ _____	Original: _____	_____
Previous Change Orders:	\$ _____	Previous Change Orders: _____	_____
This Change Order:	\$ _____	This Change Order: _____	_____
Contract Price with all approved Change Orders:	\$ _____	Total of all approved Change Orders: _____	_____
		Original Completion Date: _____	_____
		Revised Completion Date: _____	_____

The Contractor agrees that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

PROPOSED:

By: _____
Contractor (Authorized Signature) Date

RECOMMENDED:

By: _____
Engineer (Authorized Signature) Date

APPROVED:

By: _____
Owner (Authorized Signature) Date

NOTE: OWNER is required to complete a Change Order Authorization form if change decrease or increase is for \$10,000 or more, or time of completion is 30 days or more.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

CHANGE ORDER AUTHORIZATION

for

Illinois Public Projects

Contract Number _____ Date: _____

Project _____

This Change Order authorizes: (check one)

☐ (a) an increase/decrease in the cost of the contract by \$10,000 or more
(\$ _____)
amount

☐ (b) an increase/decrease in the time of completion by 30 days or more
(_____)
amount

OWNER (or its designee _____) has determined that the
circumstances said to necessitate the change in performance, which are See Attached Change Order Summary
(give circumstances requiring change)

_____:

(check one)

- ☐ (a) were not reasonably foreseeable at the time the contract was signed.
☐ (b) were not within the contemplation of the contract as signed.
☐ (c) are in the best interest of the district or region and authorized by law.

Prepared by (ENGINEER)

Date

Authorized by (OWNER)

Date

OWNER shall preserve a copy of this authorization in a permanent contract file that is open to the public in
accordance with P.A. 85-1295, Ill. Rev. Stat. ch. 38, par. 33E-9.

CHANGE ORDER #
SUMMARY

1. This Change Order provides:

End of Change Order Summary

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Lake County Public Works

Contractor:

Project:

Owner's Project No.:

Owner's Bid No.:

Contractor's Project No.:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work

☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract only for the specific portions noted above.

A [preliminary] [final] list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's
responsibilities:

☐ None

☐ As follows

Amendments to
Contractor's responsibilities:

☐ None

☐ As follows:

The following documents are attached to and made a part of this Certificate: *[preliminary list; final punch list]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY:	ACCEPTED BY:	AUTHORIZED BY:
By: _____	By: _____	By: _____
LCPW Representative	Contractor	LCPW Representative
Title: _____	Title: _____	Title: _____
LCPW Project Manager		LCPW Engineering Supervisor
Date: _____	Date: _____	Date: _____

BID FORM
Sanitary and Storm Sewer Lining

FROM: Hoerr Construction, Inc.

1416 County Road 200N, PO Box 65, Goodfield, IL 61742
(hereinafter called "Bidder")

TO: Finance Dept. counter, 1st Floor
33 South Arlington Heights Road
Arlington Heights, Illinois 60005
(hereinafter called "Village" or "Village of Arlington Heights")

Bid For: Sanitary and Storm Sewer Lining

The bidders have familiarized themselves with the work and probable work conditions required under this Bid affecting the cost of the work and with the Bid Documents which include:

Notice to Bidders
Table of
Contents
Instructions for
Bidders
General
Conditions
Schedule of
Prices
Specifications
Bid Form
Affidavit – Bid Certification Form
Bid Security Bid Sheet
Contract Document

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the Work, all in accordance with the above listed documents.

Bidder agrees to perform all of the Work and provide the equipment and materials described in the Bid Documents, as follows:

Bidder has bid on all items and has provided a price for all items. The Bidder acknowledges that it is responsible for verification of all pipe sizes and depths prior to the ordering of materials.

The Bidder will complete and provide all labor, equipment, materials and mobilization (if applicable) to perform the Work as incidental to the fixed item price for each item proposed. In submitting this bid, the Bidder understands that the Village of Arlington Heights reserves the right to add to or subtract from the estimated quantities.

The Village of Arlington Heights intends to award one (1) contract (if at all) for the items bid. If written notice of award of this bid is mailed, emailed or otherwise delivered to the Bidder at any time before this bid is withdrawn, the Bidder agrees to execute and deliver the contract in the prescribed form and furnish payment and performance bonds, or letter of credit, and the insurance certificates required by the Bid Documents to the Village within ten (10) days after receipt.

The Bidder, and as successful bidder/Contractor upon award of the Contract understands and agrees to the following:

- 1) The Contractor agrees to provide all Work and items and material to the Village as noted in the Bid Documents and comply with the requirements of the Bid Documents.
- 2) The Contractor agrees to comply with all applicable state and federal laws, rules and regulations, and county and municipal ordinances, as described in the General Conditions.

All Addenda pertaining to this project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	3/13/23	Hoerr Construction, Inc.	3/13/23

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal. A record of all Addenda and copies of same will be available to all qualified bidders from the Village of Arlington Heights Public Works Department, 222 N Ridge Ave, Arlington Heights, Illinois two (2) days prior to the letting. It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting its bid.

Upon award of the contract, the Village will send Notice of Award to the successful Bidder, the Bidder must then execute the contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) business days. The Village will then issue a written Notice to Proceed. Failure to complete the work in the designated time frame may result in the Director of Public Works withholding compensation due the contractor for failure to complete the said work in the designated time frame, calling the bonds, or taking such other action as may be available.

Security in the sum of ten (10%) percent of the amount bid in form of (check one):

☒ Bid Bond ☐ Certified Check ☐ Bank Cashier's Check

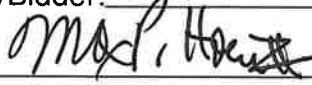
is attached hereto in accordance with the "Instructions for Bidders".

This Bid Submittal contains the following:

- 1) Bid Form
- 2) Affidavit – Bid Certification Form
- 3) Bid Security
- 3) BID SHEET(S) – Sanitary and Storm Sewer Lining

Respectfully submitted:

Name of Firm/Bidder: Hoerr Construction, Inc.

By: 
(Signature)

Title: President & Secretary

Date: 3-17-23

Contact Information:

Official Address: 1416 County Road 200N, PO Box 65
Goodfield, IL 61742

Telephone: 309-691-6653

Email: info@hoerr.com

ONE (1) SIGNED COPY OF THIS BID FORM AND BID SHEETS (Pages 37-43) ALONG WITH THE AFFIDAVIT – BID CERTIFICATION FORM, AND BID SECURITY SHALL BE SUBMITTED IN A SEALED MARKED ENVELOPE. VILLAGE OF ARLINGTON HEIGHTS

AFFIDAVIT – BID CERTIFICATION FORM

Bidder:

Company/Firm Name: Hoerr Construction, Inc.

Address: 1416 County Road 200N, PO Box 65, Goodfield, IL 61742

As a condition of entering into a contract with the Village of Arlington Heights and under ^{affirmation} oath and penalty of perjury and possible termination of ^{affirmed} contract rights and debarment, the undersigned, Max P. Hoerr II, being first duly ~~sworn on oath~~, deposes and states that he or she is President & Secretary (sole owner, partner, joint ventured, President, Secretary, etc.) of Hoerr Construction, Inc. and has the authority to make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or a sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned further states that Hoerr Construction, Inc. is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States, as provided in Sections 33E-3 and 33E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-3, 33E-4.

Section III

Drug Free Workplace

The undersigned further states that Hoerr Construction, Inc. (Name of Company) provides a drug free workplace pursuant to the Drug Free Workplace Act, 30 ILCS 580/1, et seq., and has, to the extent not covered by a collective bargaining that deals with the subject of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., a substance abuse prevention program that meets or exceeds these requirements of that Act.

Section IV

Tax Payment

The undersigned further states that Hoerr Construction, Inc. is not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Section V

Sexual Harassment Policy

Pursuant to Section 2-105(A) of the Illinois Human Rights Act, 775 ILCS 5/2-105 (A), every party to a public contract must:

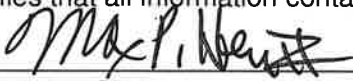
"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act)."

A "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party." 775 ILCS 5/1-103 (M) (2002),

The undersigned further states that Hoerr Construction, Inc. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

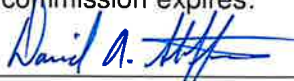
It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all information contained in this Affidavit is true and correct.

Signed by:  Title: President & Secretary
Signature

Name Printed: Max P. Hoerr II

Signed and ~~sworn~~ ^{affirmed} to before me this 17th day of March, 2023.
My commission expires:


Notary Public



BID SECURITY

Included with this bid is a bank cashier's check, certified check or bid bond in the amount of Ten percent of bid, being ten percent (10%) of the total amount bid by Hoerr Construction, Inc., the Bidder, in favor of the Village of Arlington Heights. It is hereby agreed that, should Bidder be awarded the Work contemplated under this bid and fail or refuse to execute a contract for said Work, or to provide the required payment and performance bonds, or letter of credit, and certificate of insurance, then this security, in the amount stipulated above, shall be forfeited and may be retained by the Village of Mount Prospect as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date.

SUBMITTED THIS 17th DAY OF March, 2023.

SEAL (if corporation)



Max P. Hoerr II
President

Bidder:

Hoerr Construction, Inc.

Max P. Hoerr II, President

Bidder's Agent and Agent's Title

Max P. Hoerr II

Max P. Hoerr II, Secretary

Title

Note: If bidder is a partnership, the bid must be signed by at least two of the partners.

Note: If bidder is a corporation, the bid must be signed by an authorized officer of the corporation, attested and sealed by the secretary or other authorized officer.

If a corporation, note here the state of incorporation:

Incorporated under the laws of the State of Illinois.



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Hoerr Construction Inc
PO Box 65
Goodfield IL 61742

Surety:

(Name, Legal Status and Principal Place of Business)

West Bend Mutual Insurance Company
1900 S 18th St., P O Box 1995
West Bend WI 53095

Owner:

(Name, Legal Status and Address)

Village of Arlington Heights
33 S Arlington Heights Road
Arlington Heights, IL 60005

Bond Amount: Ten percent of bid

Project:

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

Sanitary & Storm Sewer Lining

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 give 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 waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

ADDITIONS AND DELETIONS:

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

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

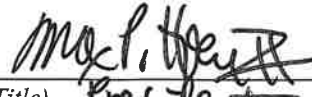
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 20th day of March, 2023


(Witness)

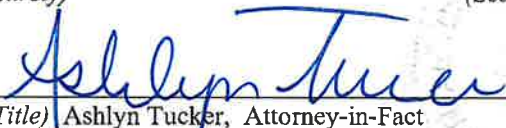

(Witness)

Hoerr Construction Inc
(Contractor as Principal)


(Title) President



West Bend Mutual Insurance Company
(Surety)


(Title) Ashlyn Tucker, Attorney-in-Fact

(Seal)

State of Illinois

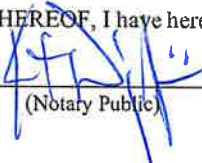
} ss:

County of Champaign

On 20th day of March, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,
personally appeared Ashlyn Tucker

known to me to be Attorney-in-Fact of West Bend Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument
in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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


(Notary Public)





THE SILVER LINING®

Bond No. 2540506

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Ashlyn Tucker

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20th day of March, 2023



Heather A. Dürin
Heather Dürin
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

BID SHEET
Sanitary and Storm Sewer Lining

SCHEDULE OF PRICES:

Submitted this 20th day of March, 2023.

Mark outside of envelope: "**Sanitary and Storm Sewer Lining**" and deliver to the Finance Dept. at 33 S. Arlington Heights Road 1st Floor, Arlington Heights, Illinois, 60005, **by 11:00 a.m., MONDAY, March 20, 2023.**

Hoerr Construction, Inc.

Name of Company/Firm

1416 County Road 200N, PO Box 65, Goodfield, IL 61742

Address of Company/Firm

By:  Max P. Hoerr II, President

Phone: 309-691-6653

Date submitted: 3-20-, 2023

Also note any exceptions to the specifications.

None

Hoerr Construction, Inc.

COMPANY

Max P. Hoerr II

OWNER

1416 County Road 200N, PO Box 65

ADDRESS

Goodfield, IL 61742

CITY, STATE, ZIP

309-691-6653

PHONE #



SIGNATURE

March 20, 2023

DATE

Note: All bids to remain firm for thirty (90) days. Be sure to mark the outside of the envelope, "Sanitary and Storm Sewer Lining."

BID SHEET

The undersigned herewith submits a bid on Concrete Flatwork for the Arlington Heights, Mount Prospect, Lincolnshire, Wheeling, Wauconda and Gurnee, accordance with the attached documents. All bids are to be delivered to Village Hall at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, prior to **11:00 a.m. on Monday, March 20, 2023.**

SCHEDULE OF PRICES

We will perform the services as outlined Concrete Flatwork for the municipalities of Arlington Heights, Mount Prospect, Lincolnshire, Wheeling, Wauconda and Gurnee:

We will perform the service as outlined on the Task Schedule sheets for sums as follows.

Item No.	Items	Unit	Estimated Quantity *(All Municipalities)	Unit Price	Total
	BASE BID				
1	8" Cured in Place Pipe	LF	39,197	\$ 36. ⁰⁰	\$ 1,411,092. ⁰⁰
2	9" Cured in Place Pipe	LF	1,200	\$ 37. ⁰⁰	\$ 44,400. ⁰⁰
3	10" Cured in Place Pipe	LF	4,523	\$ 41. ⁰⁰	\$ 185,443. ⁰⁰
4	12" Cured in Place Pipe	LF	2,035	\$ 47. ⁰⁰	\$ 95,645. ⁰⁰
5	15" Cured in Place Pipe	LF	3,098	\$ 55. ⁰⁰	\$ 170,390. ⁰⁰
6	16" to 15" transition liner	LF	291	\$ 96. ⁰⁰	\$ 27,936. ⁰⁰
7	18" Cured in Place Pipe	LF	0	\$ —	\$ —
8	20" x 30" Brick	LF	0	\$ —	\$ —
9	21" Cured in Place Pipe	LF	0	\$ —	\$ —
10	24" Cured in Place Pipe	LF	255	\$ 105. ⁰⁰	\$ 26,775. ⁰⁰
11	27" Cured in Place Pipe	LF	0	\$ —	\$ —
12	30" Cured in Place Pipe	LF	180	\$ 150. ⁰⁰	\$ 27,000. ⁰⁰
13				\$ —	\$ —
14	36" Cured in Place Pipe	LF	182	\$ 225. ⁰⁰	\$ 40,950. ⁰⁰
15	18X27"	LF	643	\$ 100. ⁰⁰	\$ 64,300. ⁰⁰
16	8" Easement	LF	1,355	\$ 38. ⁰⁰	\$ 51,490. ⁰⁰

17	Heavy Cleaning	LF	2,000	\$ 4.50	\$ 9,000. ⁰⁰
18	Reinstatement of Service- Sanitary Sewer	EACH	926	\$ 80. ⁰⁰	\$ 74,080. ⁰⁰
19	Protruding Tap Removal	EACH	3	\$ 400. ⁰⁰	\$ 1,200. ⁰⁰
20	8" End Seals	EACH	233	\$ 170. ⁰⁰	\$ 39,610. ⁰⁰
21	10" End Seals	EACH	16	\$ 195. ⁰⁰	\$ 3,120. ⁰⁰
22	12" End Seals	EACH	14	\$ 205. ⁰⁰	\$ 2,870. ⁰⁰
23	15" End Seals	EACH	12	\$ 240. ⁰⁰	\$ 2,880. ⁰⁰
24	18" End Seals	EACH	0	\$ —	\$ —
25	20" End Seals	EACH	0	\$ —	\$ —
26	21" End Seals	EACH	0	\$ —	\$ —
27	24" End Seals	EACH	0	\$ —	\$ —
28	27" End Seals	EACH	0	\$ —	\$ —
29	30" End Seals	EACH	7	\$ 540. ⁰⁰	\$ 3,780. ⁰⁰
30	33" End Seals	EACH	0	\$ —	\$ —
31	36" End Seals	EACH	0	\$ —	\$ —
32	18" x 27" End Seals	EACH	6	\$ 400. ⁰⁰	\$ 2,400. ⁰⁰
TOTAL BASE BID				\$	\$ ↓

2,284,361.00

Total Base Bid of Concrete Sanitary Lining for the municipalities of Arlington Heights, Glencoe, Glenview, Golf, Kenilworth, Lake County Public Works, Lincolnshire, Northfield, Prospect Heights, Riverwoods, and Winnetka:

\$ 2,284,361.00 ~~per year~~

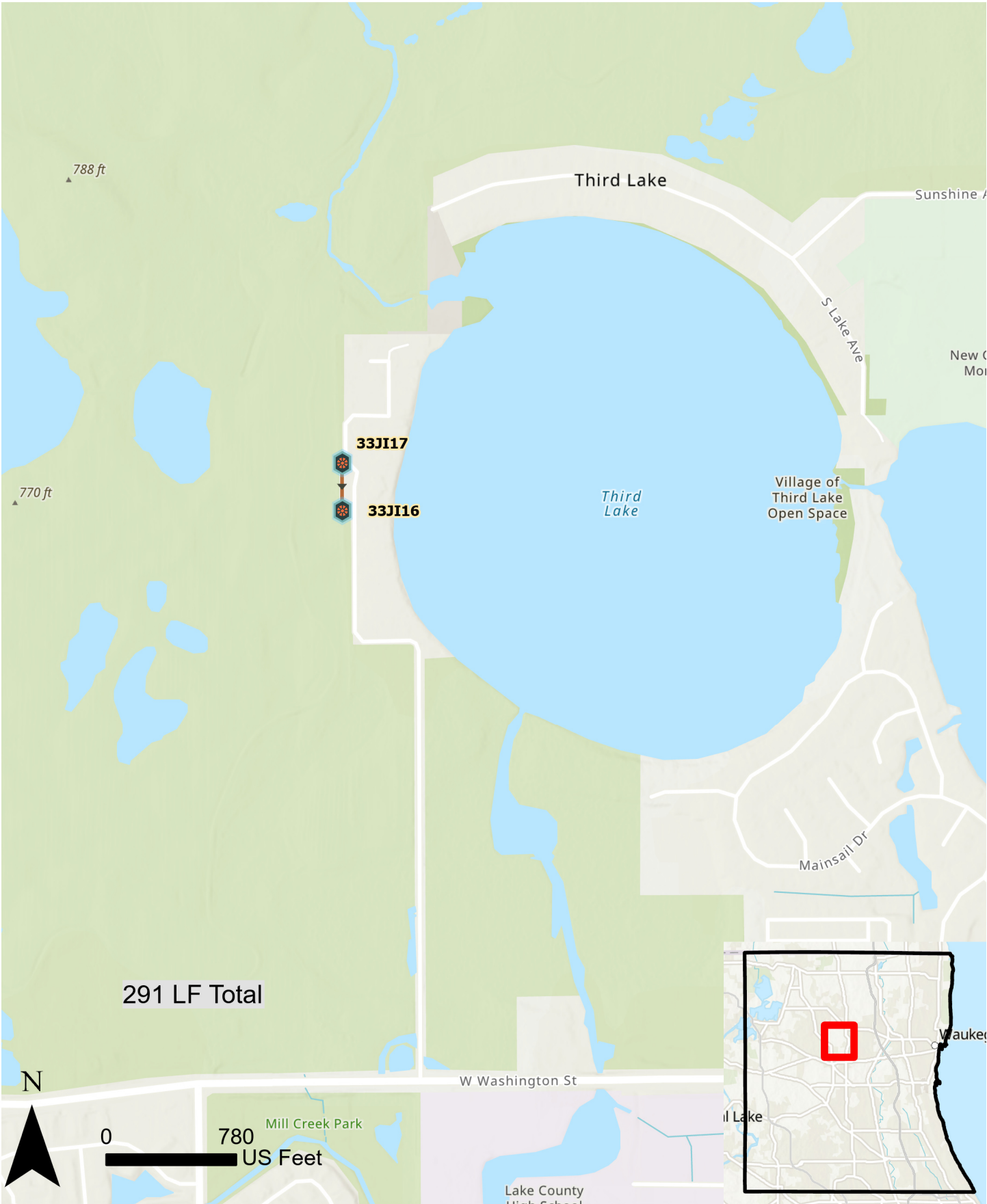
Submitted this 17th day of March, 2023.

Mark outside of envelope: **"Sanitary Lining for the M.P.I and deliver to the Village Hall at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, prior to 11:00 a.m. on March 14th 2023**

Title:
Lake County Public Works Sewer Lining Locations



Title:
Lake County Public Works Sewer Lining Location on Linden Ave.



Title:
Lake County Public Works Sewer Lining Location on Linden Ave.

