

County Lake  
Local Public Agency LCDOT  
Section Number 17-00189-05-DR  
Route CH 77

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month and Year  
between the County of Lake  
acting by and through its County Board known as the party of the first part, and  
Lake County Grading  
Company, LLC his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 17-00189-05-DR, in Lake County, approved by the Illinois Department of Transportation on Not Applicable, are essential documents of this  
Date  
contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: The County of Lake  
Clerk By \_\_\_\_\_  
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name Lake County Grading Co., LLC

By

Member

Party of the Second Part

(If a Co-Partnership)

Attest:

Paul C. Byrnes  
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



### Contract Bond

Route	CH 77
County	Lake
Local Agency	LCDOT
Section	17-00189-05-DR

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 1st day of August A.D. 2017

PRINCIPAL

Lake County Grading Company, LLC

(Company Name)

By: Michael Wolff  
(Signature & Title) Managing Member

Attest: [Signature]  
(Signature & Title) Member

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Lake

I, Jodi L. Hobbs, a Notary Public in and for said county, do hereby certify that

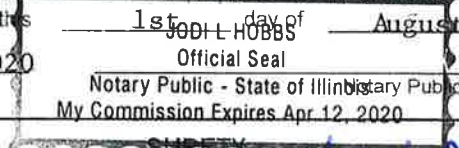
Michael Wolff and David Meservey

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August A.D. 2017

My commission expires April 12, 2020



Western Surety Company

(Name of Surety)  
Connecticut

STATE OF ILLINOIS

COUNTY OF Hartford

I, Joshua Sanford, a Notary Public in and for said county, do hereby certify that

Keri Ann Smith

By: Keri Ann Smith  
Keri Ann Smith (Signature of Attorney-in-Fact)

**JOSHUA SANFORD**  
**NOTARY PUBLIC - 173058**  
**MY COMMISSION EXPIRES DEC. 31, 2021** (SEAL)

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August A.D. 2017

My commission expires 12/31/2021

[Signature]  
Notary Public

(SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest:

(Awarding Authority)

Clerk

(Chairman/Mayor/President)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Stacy Rivera, Aiza Lopez, Aimee R Perondine, Keri Ann Smith, Joshua Sanford, Michelle Anne McMahon, Donna M Planeta, Brian Peters, Danielle D Johnson, Stephani A Trudeau, Ashley Sinclair, Individually**

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

### - In Unlimited Amounts -

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

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

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of May, 2017.



WESTERN SURETY COMPANY

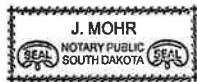
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of May, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18<sup>th</sup> day of August 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
08/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Lake County Grading Company, LLC 32901 N. Highway 21 Libertyville, IL 600484912	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER D: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Great American Insurance Company	16691	INSURER D: Indian Harbor Insurance Company	36940	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** W3183906**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>BI/PD Ded: 5,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	DT-CO-4G652103-PHX-16	12/31/2016	12/31/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	DT-810-4G652103-TIL-16	12/31/2016	12/31/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	TUU 0198064 06	12/31/2016	12/31/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 20,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 20,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 20,000,000	AGGREGATE	\$ 20,000,000		\$								
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AGGREGATE	\$ 20,000,000																				
	\$																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No	N/A	N	DTN-UB-4G652103-16	12/31/2016	12/31/2017	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	<b>Pollution Liability</b>	N	N	PEC0049571	03/24/2017	03/24/2018	<table border="1"><tr><td>Each Occ/Agg</td><td>5,000,000</td></tr></table>	Each Occ/Agg	5,000,000												
Each Occ/Agg	5,000,000																				


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

Job #00779.

BI/PD Ded: 5,000.

LCDOT as primary with the Village of Grayslake are included as Additional Insureds as respects to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b>  Lake County Purchasing Division 18 N. County St, 9th Floor Waukegan, IL 60085-4350	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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ACORD 25 (2016/03)

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SR ID: 14904541

BATCH: 401328

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Willis of Illinois, Inc.		<b>NAMED INSURED</b> Lake County Grading Company, LLC 32901 N. Highway 21 Libertyville, IL 600484912	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Umbrella/Excess follows form of the underlying insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.



## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

4. As a condition of coverage provided to the additional insured by this endorsement:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

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

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

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

## COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

POLICY NUMBER: DT-CO-4G652103-PHX-16

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice of Cancellation:** 30

**PERSON OR  
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: DTN-UB-4G652103-16

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

**Notice Of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

Name and Address of Designated Persons or Organizations:	Number of Days Notice
--	--------------------------

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30
---	----

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

# Lake County Grading Company, LLC



**www.lcgc.com**

32901 N Highway 21, PO Box L

Libertyville, IL 60048

Contact: Dave Meservey

Phone: 847-362-2590 x 122

email: d\_meservey@lcgc.com

Quote To: Glenn Petko  
LCDOT  
800 W. Winchester Road  
Libertyville, IL 60048  
Phone: 847-377-7400  
email: gpetko@lakecountyil.gov

Job Name: Center Street Culvert  
Location: Grayslake, IL  
LCG Bid#: 7-067  
Date: August 22, 2017

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
501) 1010	TC&P Detour	1.00	LS	32,775.00	32,775.00
502) 1015	Flagging	14.00	CD	1,800.00	25,200.00
	1020 Temporary Barrier Wall / Access	1.00	LS	22,130.00	22,130.00
503) 1030	Tree Clearing	1.00	LS	2,200.00	2,200.00
504) 1040	Silt Fence	180.9	LF	5.00	500.00
505) 1050	Orange Construction Fence	397	LF	4.00	1,600.00
506) 1060	Bypass Pumping - Set up/Tear Down	1.00	LS	33,900.00	33,900.00
507) 1065	Bypass Pumping - 18" Pump	12	CD	8,300.00	74,700.00
508) 1066	Bypass Pumping - 12" Pump	1.5	CD	4,220.00	37,980.00
	<del>1070 Temp 48" Culvert Diversion Pipe</del>	<del>1.00</del>	<del>LS</del>	<del>21,960.00</del>	<del>21,960.00</del>
509) 1080	Sawcut Pavement	1.00	LS	770.00	770.00
510) 1090	Remove Pipe, Prep Area	1.00	LS	35,500.00	35,500.00
511) 1100	96" Elliptical RCP	72.00	LF	1,410.00	101,520.00
	1110 Temp Shoring for Pole	1.00	LS	17,600.00	17,600.00
512) 1120	Concrete Box Culvert & Headwalls	58.00	CY	3,085.00	178,930.00
513) 1130	Epoxy Coated Rebar	11,625.00	LB	2.20	25,575.00
514) 1135	4" Pipe Underdrain	260.00	LF	7.00	1,820.00
515) 1140	24" RCP	95.00	LF	144.00	13,680.00
	<del>1150 12" RCP</del>	<del>33.00</del>	<del>LF</del>	<del>120.00</del>	<del>3,960.00</del>
516) 1160	Manhole, Type A, 4' Dia, Ty 1 Fr CL	1.00	EA	5,460.00	5,460.00
517) 1165	Remove Storm Sewer	160.5	LF	15.00	2,400.00
518) 1170	Trench Backfill CA-6	120.00	CY	49.00	5,880.00
519) 1180	12" Agg Base Course (8" PGE, 4" CA-6)	200.00	SY	23.00	4,600.00
520) 1190	12" HMA (10.5" Binder, 1.5" Surface)	200.00	SY	125.00	25,000.00
521) 1200	6" Asphalt Shoulder (8' wide)	100.00	SY	100.00	10,000.00
522) 1210	Riprap RR4	250.00	TN	122.00	30,500.00
523) 1220	Filter Fabric	310.00	SY	2.00	620.00
524) 1230	Furnish and Place Topsoil, 4"	1,000.00	SY	6.00	6,000.00
525) 1240	IDOT CL 2 Seed & S-150 EC Blanket	1,000.00	SY	3.50	3,500.00

ITEM		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
526)	1250	Remove and Replace Guardrail	225.00	LF	45.00	10,125.00
527)	1260	6" PVC Sleeve for Future Gas	57 <del>40.00</del>	LF	26.00	1,040.00
528)	1300	Mobilization	1.00	LS	70,300.00	70,300.00
<b>GRAND TOTAL</b>						<b>\$807,725.00</b>

#### NOTES:

TC&P Detour - LS includes:

Stage 1: Truck detour on temporary stands transferred to permanent posts once Julie clears.

Stage 2: Full detour on permanent posts.

529) Total duration is 35 calendar days starting 7/29/17. Additional charge of \$260 per calendar day after 35 days.

Flagging - CD includes:

1. Two flaggers for traffic control during working hours.
2. CD is Calendar Day.

Temporary Barrier Wall / Access - LS includes:

1. Set-up (and removal) of temporary barrier wall through the gaps in the guardrail.
2. Daily relocation of the barrier ball to provide construction access.

Bypass Pumping - Set Up/Tear Down - 1 LS includes:

1. Building a cofferdam to block the creek at both ends of the work zone.
2. Diverting the 30" RCP around the cofferdam.
3. Building a BMP swale at the discharge point.
4. Shipping, delivery, set-up, and tear down of the 18" and 12" pumps, suction pipes and discharge pipes.

Bypass Pumping - 18" & 12" Pump - CD includes:

1. Pump rental.
2. Fuel for pumps.
3. 24 hour/day operator cost.
4. CD is Calendar Day.

Temp 48" Culvert Diversion Pipe - LS includes:

1. Furnishing and installing a 48" ADS pipe through the temporary cofferdams into the 96" ERCP to eliminate bypass pumping.

Remove Pipe, Prep Area - LS includes:

1. Removing the existing pavement 60' to 80' wide (east-west) by the width of the roadway including offsite disposal.
2. Removing the existing Structural Plate Arch pipe and offsite disposal.
3. Removing the existing headwalls.
4. Excavating and offsite disposal of displaced soil.
5. Grading subgrade for proposed pipe and roadway.

Concrete Box Culvert & Headwalls - CY includes:

1. Cast-in-Place Concrete footings, slabs, boxes, and headwalls per the HLR drawings.
2. Excavation and backfill for the cast-in-place items.

Trench Backfill - CY assumes:

1. The trench backfill quantity will be measured in the field to full trench width, not the IDOT table.

Remove and Replace Guardrail - LF assumes:

1. Re-installation of existing guardrail.
2. Cored holes will be capped with 3" of grout.

Mobilization - LS includes:

1. Equipment mobilization to and from the work zone.

2. Full time LCGC Superintendent.

EXCLUSIONS:

1. Village Bonds, permits, fees, and material testing.
2. Testing, handling, monitoring, hauling, disposal, etc of contaminated soils.
3. Night time construction.

If you have any questions or require additional clarifications, please email or call.

Respectfully submitted,

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Dave Mesurvey - Chief Estimator, Lake County Grading Company, LLC

## ILLINOIS DEPARTMENT OF TRANSPORTATION

Request for Approval  
of Change in Plans

Date: 9/11/2017

Request: 0

To: Department of Transportation  
LCDOT/SCHAUMBURG

I recommend that an addition be made to the above contract.

The estimated quantities are shown below and the contractor agrees to furnish  
the materials and do the work at the contract unit prices.

Local Agency: Lake County

Name: Center Street Culvert  
Replacement  
Section: 17-00189-05-DRContractor: Lake County Grading Company  
Address: 32901 N Highway 21, PO Box L  
Libertyville, IL 60048  
Contract Amount: \_\_\_\_\_

Item #	Description	Unit	Changed Quantity	Unit Price	P/O No.:	
					Additions	Deductions
501	TC&P Detour	L SUM	1.00	\$32,775.00	\$32,775.00	\$0.00
502	Flagging	CAL DAY	14.00	\$1,800.00	\$25,200.00	\$0.00
503	Tree Clearing	L SUM	1.00	\$2,200.00	\$2,200.00	\$0.00
504	Silt Fence	FOOT	180.90	\$5.00	\$904.50	\$0.00
505	Orange Construction Fence	FOOT	397.00	\$4.00	\$1,588.00	\$0.00
506	Bypass Pumping - Set up/Tear Down	L SUM	1.00	\$33,900.00	\$33,900.00	\$0.00
507	Bypass Pumping - 18" Pump	CAL DAY	12.00	\$8,300.00	\$99,600.00	\$0.00
508	Bypass Pumping - 12" Pump	CAL DAY	1.50	\$4,220.00	\$6,330.00	\$0.00
509	Sawcut Pavement	L SUM	1.00	\$770.00	\$770.00	\$0.00
510	Remove Pipe, Prep Area	L SUM	1.00	\$35,500.00	\$35,500.00	\$0.00
511	96" Elliptical RCP	FOOT	72.00	\$1,410.00	\$101,520.00	\$0.00
512	Concrete Box Culvert & Headwalls	CU YD	58.00	\$3,085.00	\$178,930.00	\$0.00
513	Epoxy Coated Rebar	POUND	11,625.00	\$2.20	\$25,575.00	\$0.00
514	4" Pipe Underdrain	FOOT	260.00	\$7.00	\$1,820.00	\$0.00
515	24" RCP	FOOT	95.00	\$144.00	\$13,680.00	\$0.00
516	Manhole, Type A, 4' Dia, Ty 1 Fr CL	EACH	1.00	\$5,460.00	\$5,460.00	\$0.00
517	Remove Storm Sewer	FOOT	160.50	\$15.00	\$2,407.50	\$0.00
518	Trench Backfill CA-6	CU YD	120.00	\$49.00	\$5,880.00	\$0.00
519	12" Agg Base Course (8" PGE, 4" CA-6)	SQ YD	200.00	\$23.00	\$4,600.00	\$0.00
520	12" HMA (10.5" Binder, 1.5" Surface)	SQ YD	200.00	\$125.00	\$25,000.00	\$0.00
521	6" Asphalt Shoulder (8' wide)	SQ YD	100.00	\$100.00	\$10,000.00	\$0.00
522	Riprap RR4	TON	250.00	\$122.00	\$30,500.00	\$0.00
523	Filter Fabric	SQ YD	310.00	\$2.00	\$620.00	\$0.00
524	Furnish and Place Topsoil, 4"	SQ YD	1,000.00	\$6.00	\$6,000.00	\$0.00
525	IDOT CL 2 Seed & S-150 EC Blanket	SQ YD	1,000.00	\$3.50	\$3,500.00	\$0.00
526	Remove and Replace Guardrail	FOOT	225.00	\$45.00	\$10,125.00	\$0.00
527	6" PVC Sleeve for Future Gas	FOOT	57.00	\$26.00	\$1,482.00	\$0.00
528	Mobilization	L SUM	1.00	\$70,300.00	\$70,300.00	\$0.00
529	TC&P Detour (After 35 Days)	CAL DAY	6.00	\$260.00	\$1,560.00	\$0.00
TOTALS					\$737,727.00	\$0.00



Request: 0

NET CHANGE

\$737,727.00

\$0.00

Net ADDITION change to date

\$737,727.00 which is 0.000 % of the contract price

State fully the nature and reason for change:

ALL New items due to emergency culvert replacement

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

☒ The undersigned determined that the circumstances which necessitated this change were not reasonably foreseeable at the time the contract was signed.

☐ The undersigned determined that the circumstances which necessitated this change were not within the contemplation of the contract as signed.

☐ The undersigned determined that this change is in the best interest of the local agency and is authorized by law.

Made By [Signature] Date 9/11/17

Print Name Joseph Munno

Checked By [Signature] Date 9/11/17

Accounting [Signature] Date 9/12/17

Approval Recommended [Signature] Date 9/12/17  
County Engineer

BLR13210

Submit 3 copies of this form to Regional Engineer (4 copies for road district)  
updated GP 8/16 (for use on projects without MFT funding)

**PROJECT:** Center Street Culvert Replacement

APPROPRIATED AMOUNT: \_\_\_\_\_  
 AWARDED AMOUNT: \_\_\_\_\_  
 FUND(S): \_\_\_\_\_

[illegible]

## Request for Approval of Change in Plans

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the contract unit prices.

Section: 17-00189-05-DR

Contractor: Lake County Grading Company  
Address: 32901 N Highway 21, PO Box L  
Libertyville, IL 60048  
Contract Amount:

P/O No.:

[illegible]

Request: 1

NET CHANGE

\$63,850.38

\$0.00

Net ADDITION change to date

\$801,577.38 which is

0.000 % of the contract price

State fully the nature and reason for change:

- 502 Longer closure therefore less flagging
- 514,515 Balancing
- 518, 522-526 More needed than expected
- 519, 520 Patch smaller than expected
- 521 Repair Shoulder Damage
- 530-534 New items due to emergency culvert replacement

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- ☒ The undersigned determined that the circumstances which necessitated this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The undersigned determined that the circumstances which necessitated this change were not within the contemplation of the contract as signed.
- ☐ The undersigned determined that this change is in the best interest of the local agency and is authorized by law.

Made By Joseph Munno Date 10/27/17

Print Name Joseph Munno

Checked By Blaine Packer Date 10/30/17

Accounting R. J. [Signature] Date 11/1/17

Approval Shane Schneider Date 11/1/17  
Recommended \_\_\_\_\_ County Engineer

BLR13210

Submit 3 copies of this form to Regional Engineer (4 copies for road district)  
updated GP 8/16 (for use on projects without MFT funding)

PROJECT: Center Street Culvert Replacement

APPROPRIATED AMOUNT: \_\_\_\_\_  
 AWARDED AMOUNT: \_\_\_\_\_  
 FUND(S): \_\_\_\_\_

[illegible]

# LAKE COUNTY GRADING COMPANY, LLC



We improve the earth for you!

32901 N. Highway 21, P.O. Box L, Libertyville, IL 60048

Phone: (847) 362-2590 Fax: (847) 362-9460

September 14, 2017

Mr. Joe Munno  
LAKE COUNTY DIVISION OF TRANSPORTATION  
600 W. Winchester Road  
Libertyville, IL 60048

RE: Center Street  
Grayslake, IL  
LCG # 00779

Dear Mr. Munno:

As mentioned in your email dated 9/10/17, work performed in the field differed from the estimated scope and require price revisions. Below are the price decreases as well as a few additional pay items you requested.

530) **Pay Item 1020 Temporary Barrier Wall / Access** – The proposed lump sum price of \$22,130 included multiple occurrences of temporarily removing the barrier wall for access and reinstallation at the end of the work shift. Because Center Street was closed for an additional week prior to barrier wall installation, the amount of removing and reinstallation decreased substantially. We propose to revise the Lump Sum price to \$15,250.

531) **Pay Item 1110 Temp Shoring for Pole** – The proposed lump sum price was \$17,600. If the sheeting can be cut off just below the ground surface and remain in place, we can decrease the Lump Sum price to \$12,000.

Additional Pay Items:

532) **1310 Road Work Ahead Signs** - \$2.50/Calendar Day/Sign

533) **1320 HMA Surface Course** – \$247.00/Ton

534) **1330 Pavement Removal Butt Joint** - \$30.25/SY

Respectfully submitted,

**LAKE COUNTY GRADING COMPANY**

Dave Meservey  
Chief Estimator / Member

d\_meservey@lccg.com

## Request for Approval of Change in Plans

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the contract unit prices.

Contract Amount: \_\_\_\_\_

[illegible]

Request: 2

NET CHANGE

\$0.00

-\$20,784.41

Net ADDITION change to date

\$780,792.97 which is

0.000 % of the contract price

State fully the nature and reason for change:

- 512 Actual volume less than design
- 701, 702 Utility Locates
- 703 Temp signs needed throughout project

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- ☒ The undersigned determined that the circumstances which necessitated this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The undersigned determined that the circumstances which necessitated this change were not within the contemplation of the contract as signed.
- ☐ The undersigned determined that this change is in the best interest of the local agency and is authorized by law.

Made By [Signature] Date 12/21/17

Print Name Joseph Munno

Checked By [Signature] Date 12/21/17

Accounting [Signature] Date 12/27/17

Approval  
Recommended [Signature] Date 12/28/17  
County Engineer

BLR13210

Submit 3 copies of this form to Regional Engineer (4 copies for road district)  
updated GP 8/16 (for use on projects without MFT funding)



**PROJECT:** Center Street Culvert Replacement

APPROPRIATED AMOUNT: \_\_\_\_\_  
 AWARDED AMOUNT: \_\_\_\_\_  
 FUND(S): \_\_\_\_\_

[illegible]

## Request for Approval of Change in Plans

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the contract unit prices.

Contract Amount: \_\_\_\_\_

[illegible]

Request: 3

NET CHANGE

\$0.00

-\$3,333.20

Net ADDITION change to date

\$777,459.77 which is

0.000 % of the contract price

State fully the nature and reason for change:

513 Error in rebar schedule

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- ☒ The undersigned determined that the circumstances which necessitated this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The undersigned determined that the circumstances which necessitated this change were not within the contemplation of the contract as signed.
- ☐ The undersigned determined that this change is in the best interest of the local agency and is authorized by law.

Made By [Signature] Date 1/8/18

Print Name Joseph Munno

Checked By [Signature] Date 1/9/18

Accounting [Signature] Date 1/9/18

Approval [Signature]

Recommended Shane Schneider Date 1/9/18  
County Engineer

BLR13210

Submit 3 copies of this form to Regional Engineer (4 copies for road district)  
updated GP 8/16 (for use on projects without MFT funding)

PROJECT: Center Street Culvert Replacement

APPROPRIATED AMOUNT: \_\_\_\_\_  
 AWARDED AMOUNT: \_\_\_\_\_  
 FUND(S): \_\_\_\_\_

[illegible]