RESOLUTION 2018-118       PASSED: AUGUST 27, 2018

AUTHORIZING THE AWARD OF A BID TO SUBURBAN GENERAL CONSTRUCTION IN THE AMOUNT OF $349,850 FOR 1,100 FEET OF WATER MAIN REPLACEMENT ON OAK DRIVE WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO $362,095.

WHEREAS, the City of DeKalb, DeKalb County, Illinois ("the City") is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1.et/seq.; and

WHEREAS, the City of DeKalb operates its public water supply system ("the System"); and

WHEREAS, the Mayor and City Council have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the projects outlined in the South Sixth Street Water Main Replacement (the Project) together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation of the Project, all in accordance with the plans and specifications prepared by the consulting engineers of the City, which the Project has a useful life of 75 years. The Project generally consists of replacement of approximately 1,100 lineal feet of water main on Oak Drive; and

WHEREAS, the City released a Request for Bids (RFB) on June 20, 2018, with sealed bids publicly opened on August 7, 2018, with the lowest responsive and responsible bid provided by Suburban General Construction.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1. That the Mayor of City of DeKalb, Illinois, be authorized and directed to approve an agreement with Suburban General Construction, in a form acceptable to him with the recommendation of the Interim City Manager, for the Oak Drive Water Main Replacement in an amount of $349,850 with staff authority to approve change orders up to $362,095.

Section 2: That this Resolution shall be effective upon passage.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27th day of August, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay None.

ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
Exhibit A

ONE ORIGINAL BID SHALL BE SUBMITTED

To: City of DeKalb
   Mayor and City Council
   Attn. Accounts Payable/Purchasing Clerk
   200 South Fourth Street
   DeKalb, Illinois 60115
   (hereinafter called Owner)

From: Suburban General Construction, Inc.

Company
1019 East 31st Street

Address
LaGrange Park, IL 60526
City State Zip Code
708 354-0544

Telephone
(708) 354-6236

FAX
subgen1@yahoo.com

E-MAIL

(1) The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the Oak Drive Water Main Replacement project for the City of DeKalb, DeKalb County, Illinois (Engineers' Project No. 180282.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

a. Bidder has examined copies of all the Bidding Documents.
b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the Work, and has made such Independent Investigations as Bidder deems necessary.

c. Bidder 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.

i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

j. By submission of the Bid, Bidder certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

(1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

**SCHEDULE OF UNIT PRICES**

<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>WATER MAIN (OPEN CUT):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6-inch D.I.</td>
<td>767 Lin. Ft.</td>
<td>$85.00</td>
<td>$65,195.00</td>
</tr>
<tr>
<td></td>
<td>6-inch D.I. - RJT</td>
<td>311 Lin. Ft.</td>
<td>$90.00</td>
<td>$27,990.00</td>
</tr>
<tr>
<td>1.3</td>
<td>WATER MAIN CASING (OPEN CUT):</td>
<td>30 Lin. Ft.</td>
<td>$100.00</td>
<td>$3000.00</td>
</tr>
<tr>
<td>1.4</td>
<td>ADDITIONAL WATER MAIN FITTINGS - (R.J.T.):</td>
<td>2,500 Pounds</td>
<td>$0.01</td>
<td>$25.00</td>
</tr>
<tr>
<td>1.5</td>
<td>GATE VALVE:</td>
<td>2 Each</td>
<td>$4500.00</td>
<td>$9000.00</td>
</tr>
</tbody>
</table>

BID FORM
00 41 00.13-3 (180282.40)
## SCHEDULE OF UNIT PRICES

<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.6</td>
<td>VALVE VAULT:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 foot diameter</td>
<td>2 Each</td>
<td><strong>$400.00</strong></td>
<td><strong>$800.00</strong></td>
</tr>
<tr>
<td></td>
<td>5 foot diameter</td>
<td>1 Each</td>
<td><strong>$500.00</strong></td>
<td><strong>$500.00</strong></td>
</tr>
<tr>
<td>1.7</td>
<td>VALVE VAULT (ADDITIONAL DEPTH):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 foot diameter</td>
<td>1 Vert. Ft.</td>
<td><strong>$200.00</strong></td>
<td><strong>$200.00</strong></td>
</tr>
<tr>
<td>1.8</td>
<td>FIRE HYDRANT:</td>
<td>4 Each</td>
<td><strong>$850.00</strong></td>
<td><strong>$34,000.00</strong></td>
</tr>
<tr>
<td>1.9</td>
<td>FIRE HYDRANT BARREL EXTENSION:</td>
<td>1 Vert. Ft.</td>
<td><strong>$600.00</strong></td>
<td><strong>$600.00</strong></td>
</tr>
<tr>
<td>1.10</td>
<td>WATER SERVICE CONNECTION:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-inch</td>
<td>24 Each</td>
<td><strong>$150.00</strong></td>
<td><strong>$34,800.00</strong></td>
</tr>
<tr>
<td></td>
<td>1 1/4-inch</td>
<td>1 Each</td>
<td><strong>$150.00</strong></td>
<td><strong>$150.00</strong></td>
</tr>
<tr>
<td></td>
<td>1 1/2-inch</td>
<td>1 Each</td>
<td><strong>$235.00</strong></td>
<td><strong>$235.00</strong></td>
</tr>
<tr>
<td></td>
<td>2-inch</td>
<td>1 Each</td>
<td><strong>$300.00</strong></td>
<td><strong>$300.00</strong></td>
</tr>
<tr>
<td>1.11</td>
<td>WATER SERVICE PIPE:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>1-inch</td>
<td>680 Lin. Ft.</td>
<td><strong>$10.00</strong></td>
<td><strong>6,800.00</strong></td>
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<tr>
<td></td>
<td>1 1/4-inch</td>
<td>25 Lin. Ft.</td>
<td><strong>$10.00</strong></td>
<td><strong>250.00</strong></td>
</tr>
<tr>
<td></td>
<td>1 1/2-inch</td>
<td>25 Lin. Ft.</td>
<td><strong>$10.00</strong></td>
<td><strong>250.00</strong></td>
</tr>
<tr>
<td></td>
<td>2-inch</td>
<td>24 Lin. Ft.</td>
<td><strong>$10.00</strong></td>
<td><strong>240.00</strong></td>
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<tr>
<td>1.12</td>
<td>CONNECTION TO EXISTING WATER MAIN (PRESSURE):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8-inch x 6-inch</td>
<td>1 Each</td>
<td><strong>$750.00</strong></td>
<td><strong>750.00</strong></td>
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<tr>
<td>1.13</td>
<td>REPLACEMENT OF DRAIN TILES:</td>
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<tr>
<td></td>
<td>8-inch and smaller</td>
<td>30 Lin. Ft.</td>
<td><strong>$5.00</strong></td>
<td><strong>150.00</strong></td>
</tr>
<tr>
<td>1.14</td>
<td>SANITARY SEWER SERVICE REPAIR:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 Each</td>
<td><strong>$50.00</strong></td>
<td><strong>100.00</strong></td>
</tr>
<tr>
<td>1.15</td>
<td>SANITARY SEWER SERVICE RELOCATION:</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 Each</td>
<td><strong>$100.00</strong></td>
<td><strong>400.00</strong></td>
</tr>
<tr>
<td>1.16</td>
<td>SEWER REMOVAL AND REPLACEMENT:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>18-inch D.I.</td>
<td>68 Lin. Ft.</td>
<td><strong>$85.00</strong></td>
<td><strong>5,780.00</strong></td>
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<tr>
<td></td>
<td>12-inch D.I.</td>
<td>112 Lin. Ft.</td>
<td><strong>$60.00</strong></td>
<td><strong>6,720.00</strong></td>
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<tr>
<td></td>
<td>Connection to existing structure/pipe</td>
<td>8 Each</td>
<td><strong>$345.00</strong></td>
<td><strong>2,760.00</strong></td>
</tr>
</tbody>
</table>

**BID FORM**
00 41 00.13-4 (180282.40)
## SCHEDULE OF UNIT PRICES

<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.17</td>
<td>PIPE INSULATION:</td>
<td>350 Sq. Ft.</td>
<td>$5.00</td>
<td>$1,750.00</td>
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<tr>
<td>1.18</td>
<td>REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL:</td>
<td>25 Cu. Yd.</td>
<td>$50.00</td>
<td>$1,250.00</td>
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<tr>
<td>1.19</td>
<td>SOIL TESTS FOR CONTAMINANTS:</td>
<td>3 Each</td>
<td>$50.00</td>
<td>$150.00</td>
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<tr>
<td>1.20</td>
<td>CONTAMINATED WASTE DISPOSAL:</td>
<td>40 Tons</td>
<td>$60.00</td>
<td>$2,400.00</td>
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<tr>
<td>1.21</td>
<td>UTILITY LOCATE:</td>
<td>2 Each</td>
<td>$100.00</td>
<td>$200.00</td>
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<tr>
<td>1.22</td>
<td>PAVEMENT RESTORATION:</td>
<td>1,370 Sq. Yds.</td>
<td>$35.00</td>
<td>$47,950.00</td>
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<tr>
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<td>HMA Street - 4&quot;</td>
<td>370 Sq. Yds.</td>
<td>$45.00</td>
<td>$17,950.00</td>
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<tr>
<td></td>
<td>HMA Street w/ 6&quot; HMA Base</td>
<td>40 Sq. Yds.</td>
<td>$45.00</td>
<td>$1,800.00</td>
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<tr>
<td></td>
<td>HMA Driveway - 3&quot;</td>
<td>180 Sq. Yds.</td>
<td>$45.00</td>
<td>$8,100.00</td>
</tr>
<tr>
<td></td>
<td>Gravel Driveway</td>
<td>10 Sq. Yds.</td>
<td>$45.00</td>
<td>$450.00</td>
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<tr>
<td></td>
<td>Concrete Driveway - 8&quot;</td>
<td>10 Sq. Yds.</td>
<td>$125.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td></td>
<td>Concrete Curb and Gutter</td>
<td>350 Lin. Ft.</td>
<td>$16.00</td>
<td>$5,600.00</td>
</tr>
<tr>
<td></td>
<td>Concrete Sidewalk - 5&quot;</td>
<td>20 Sq. Ft.</td>
<td>$15.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>1.23</td>
<td>PAVEMENT MARKING:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Line, 24&quot; wide</td>
<td>20 Lin. Ft.</td>
<td>$65.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td></td>
<td>Line, 6&quot; wide</td>
<td>25 Lin. Ft.</td>
<td>$45.00</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>1.24</td>
<td>RESTORATION OF LAWNES AND PARKWAYS:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Topsoil and Sod</td>
<td>380 Sq. Yds.</td>
<td>$15.00</td>
<td>$5,700.00</td>
</tr>
<tr>
<td></td>
<td>4&quot; Mulch</td>
<td>20 Sq. Yds.</td>
<td>$25.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>1.25</td>
<td>TREE REMOVAL</td>
<td>12 Inch</td>
<td>$165.00</td>
<td>$1,980.00</td>
</tr>
<tr>
<td>1.26</td>
<td>EROSION AND SEDIMENTATION CONTROL:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inlet Protection Filters</td>
<td>8 Each</td>
<td>$110.00</td>
<td>$880.00</td>
</tr>
<tr>
<td>1.27</td>
<td>BUNA-NITRILE GASKETS:</td>
<td>5 Each</td>
<td>$15.00</td>
<td>$75.00</td>
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<tr>
<td>1.28</td>
<td>MOBILIZATION</td>
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BID FORM
00 41 00.13-5 (190282.40)
SCHEDULE OF UNIT PRICES

<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.29</td>
<td>PRECONSTRUCTION VIDEO RECORDING:</td>
<td></td>
<td>Lump Sum</td>
<td>$2500.00</td>
</tr>
<tr>
<td>1.30</td>
<td>TRAFFIC CONTROL AND PROTECTION:</td>
<td></td>
<td>Lump Sum</td>
<td>$4000.00</td>
</tr>
<tr>
<td>1.31</td>
<td>ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plug Existing Water Main</td>
<td>1 Each</td>
<td>$2000.00</td>
<td>$2000.00</td>
</tr>
<tr>
<td></td>
<td>Abandon Valve Vault</td>
<td>2 Each</td>
<td>$300.00</td>
<td>$600.00</td>
</tr>
<tr>
<td></td>
<td>Remove Valve Boxes</td>
<td>2 Each</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
<tr>
<td></td>
<td>Salvage Fire Hydrant</td>
<td>3 Each</td>
<td>$500.00</td>
<td>$1500.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$3495.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

5. Bidder agrees the Work will be substantially completed on or before November 1, 2018, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before November 21, 2018.

a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of $10,000 or ten percent (10%) of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

   Name: Brown & Brown of Illinois, Inc.
   Address: 2300 Cabot Drive, Suite 100, Lisle, IL 60532
   Telephone: 630-245-4600  email: a.waters@bbofillinois.com

8. Bidder submits all items listed in Section 00 43 93 – Bid Submittal Checklist.

9. Terms used in this Bid which are defined in the Standard General Conditions of the Construction Contract included as part of the Bidding Documents have the meanings assigned to them in the General Conditions.

BID FORM
00 41 00.13-6 (180282.40)
10. Bidder acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8/13/2018</td>
</tr>
</tbody>
</table>

11. The person signing this Bid certifies that: (Check applicable box.)

(X) He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or

( ) He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

Respectfully submitted, signed, and sealed this 7th day of August, 2018.

Suburban General Construction, Inc.

By

William S. Purp, President

Name - Title

ATTEST:

Karla M. Oden, Office Manager

Name - Title

END OF BID FORM

OFFICIAL SEAL
KARLA M ODEN
Notary Public - State of Illinois
My Commission Expires Jan 11, 2019

BID FORM
00 41 00.13-7 (180282.40)
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Suburban General Construction Inc. as Principal, and North American Specialty Insurance Company as Surety, are hereby held and firmly bound unto City of DeKalb, Illinois as Owner in the penal sum of Ten Percent of Amount Bid (10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 7th day of August, 2018.

The Condition of the above obligation is such that whereas the Principal has submitted to City of DeKalb, Illinois a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Oak Drive Water Main Replacement in City of DeKalb, Illinois

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons, performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Suburban General Construction Inc.

BY: ______________________ (L.S.)
Principal

North American Specialty Insurance Company

Surety

By: ______________________
Ann Marie Waters Attorney In Fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BID SECURITY FORM
00 43 13-2
STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Christine Eitel, Notary Public of DuPage County, in the State of Illinois, do hereby certify that Ann Marie Waters, Attorney-in-Fact, of the North American Specialty Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the North American Specialty Insurance Company, for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 7th day of August A.D., 2018.

(Notary Public)
Christine Eitel
My Commission expires: 05/26/2020
Notary Seal:
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

WILLIAM CAHILL, KIMBERLY SAWICKI, ANN MARIE WATERS, LEIGH ANN FRANCIS,

KIMBERLY R. HOLMES, KAREN A. RYAN, CHRISTINE EITEL and RICHARD A. FREEBOURN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of JANUARY 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 25th day of JANUARY 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of August 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company
CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly sworn, hereby certifies to the (Owner) _________________, that

City of DeKalb

_____________________________, that

Suburban General Construction, Inc. (Contractor) has in

place a written Substance Abuse Prevention Program that meets or exceeds the requirements of

the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the

subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the

Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to

any work being conducted on the project.

By: _____________________________

(Name of Contractor)

William S. Purl, President

Suburban General Construction, Inc.

(Title)

Subscribed and sworn to before me

this ___________ day of ________________, 2018.

Notary Public

My Commission Expires: 1-11-19

SUBSTANCE ABUSE PREVENTION PROGRAM
CERTIFICATE 00 62 07
CERTIFICATE 00 62 08

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

Contractor deposes, states, and certifies that Contractor complies with the provisions of the Employment of Illinois Workers on Public Works Act as they may apply to this Project.

Dated this 7th day of August, 2018.

Attest/Witness
By: Karla Oden
Title: Office Manager

By: William S. Purl
Title: President

Subscribed and sworn to before me this 7th day of August, 2018.

Notary Public

My Commission Expires: 5/10/2020
00 91 13

ADDENDUM NO. 1

DATE: August 3, 2018

FROM: Baxter & Woodman, Inc., Consulting Engineers

TO: Planholders of record for the Work titled:

CITY OF DEKALB, ILLINOIS
OAK DRIVE WATER MAIN REPLACEMENT

1. BIDDING DOCUMENTS

A. Section 00 41 00.13 - BID FORM:

Page 00 41 00.13-5, Change Item No. 1.22 HMA Street – 4" to read: 1.22 HMA Street – 4 1/4".

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents. Each Bidder shall acknowledge receipt of this Addendum where indicated in the Bid Form.

END OF ADDENDUM NO. 1
<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Subcontract General Construction</th>
<th>Brandt Excavating</th>
<th>Performance Construction &amp; Engineering</th>
<th>Elliott &amp; Wood, Inc.</th>
<th>Trice Construction</th>
<th>Archer Construction</th>
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**Page 1 of 2**
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<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Suburban General Construction</th>
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<th>Trice Construction</th>
<th>Anchon Construction</th>
<th>Fischer Excavating</th>
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**TOTAL AMOUNT OF BID**

- **Bid Tabulation**
- **As Read: $543,853.00**
- **Corrected: $598,762.00**
August 8, 2018

Mr. Bryan Faivre
Assistant Public Works Director
City of DeKalb
1216 Market Street
DeKalb, Illinois 60115

**RECOMMENDATION TO AWARD**

**Subject: City of DeKalb – Oak Drive Water Main Replacement**

Dear Mr. Faivre:

The following bids were received for the Oak Drive Water Main Replacement project on August 7, 2018:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suburban General Construction</td>
<td>$349,850.00</td>
</tr>
<tr>
<td>Brandt Excavating, Inc.</td>
<td>$384,870.00</td>
</tr>
<tr>
<td>Performance Contracting &amp; Engineering</td>
<td>$460,280.00</td>
</tr>
<tr>
<td>Elliott &amp; Wood, Inc.</td>
<td>$493,000.00</td>
</tr>
<tr>
<td>Trine Construction Corp.</td>
<td>$500,501.10*</td>
</tr>
<tr>
<td>Archon Construction Co.</td>
<td>$588,163.65*</td>
</tr>
<tr>
<td>Fischer Excavating, Inc.</td>
<td>$598,170.60</td>
</tr>
</tbody>
</table>

*Corrected Amount. Our pre-bid opinion of probable cost for this Project was $400,000.

We have analyzed each of the bids and find Suburban General Construction, Inc. to be the lowest, responsible, and responsive Bidder. Based upon our familiarity and past working relationships with this Bidder, we believe that Suburban General Construction, Inc. is qualified to complete the Project. We recommend the award of the Contract to Suburban General Construction, Inc. in the amount of $349,850.00.

The original bids are enclosed for your files. Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Carolyn A. Grieses, P.E.
Regional Manager

Enc.

\\corp.baxwood.com\Projects\Crystal Lake\DKLC\180282-Oak Dr WM Replacemen\40-Design\12-Bidding\Recommendation to Award.docx
AGREEMENT

THIS AGREEMENT is dated as of the 22nd day of August in the year 2018 by and between City of DeKalb (hereinafter called Owner) and Suburban General Construction, Inc. (hereinafter called Contractor).

Owner and Contractor, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto 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:

Approximately 1,100 lineal feet of 6-inch water main pipe replacement; 4 fire hydrants, 2 valves, 27 water services; HMA pavement patching; sod lawn restoration; and other miscellaneous items of work.

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

City of DeKalb, Illinois

Oak Drive Water Main Replacement

ARTICLE 2. ENGINEER

2.01 The Project has been designed by Baxter & Woodman, Inc., Consulting Engineers, hereinafter called Engineer, who shall act as Owner's representative and assume the duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

STRIKE OUT INAPPLICABLE PARAGRAPH
3.01 The Work will be substantially completed on or before November 1, 2018 and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before November 21, 2018.

AGREEMENT
00 52 00.13-1
3.01 The Work will be substantially completed within ______ calendar days after the Contract Time commences to run as provided in paragraph 2.02 of the General Conditions, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions within ______ calendar days after the Contract Time commences to run.

3.02 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner __ One Thousand __ Dollars ($ 1,000.00 ) for each day that expires after the time or date specified in paragraph 3.01 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 Times or any proper extension thereof granted by Owner, Contractor shall pay Owner __ Five Hundred __ Dollars ($ 500.00 ) for each day that expires after the time or date specified in paragraph 3.01 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the conditions and prices stated in Contractor's Bid pursuant to the provisions of the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

5.01 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General and Supplementary Conditions.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.01 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.02 Contractor has studied carefully all reports of explorations and tests of subsurface conditions, if any, and drawings of physical conditions which are identified in Section 00 31 32.13, Subsurface Drilling and Sampling Information as provided in Article 4 of the General Conditions, and accepts the determination set forth in Section 00 31 32.13, Subsurface Drilling and Sampling Information of the extent of the technical data contained in such reports and drawings, if any, upon which Contractor is entitled to rely.

AGREEMENT
00 52 00.13-2
6.03 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.02 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

6.04 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examination, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

6.05 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.06 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7. CONTRACT DOCUMENTS

7.01 The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of this Agreement, the General Conditions, Supplementary Conditions, Specifications and Drawings, all Addenda issued prior to receipt of Bids, Contractor's Bid, Performance and Payment Bonds, Insurance Certificates, and all written Amendments issued after the Effective Date of the Agreement pursuant to paragraphs 3.04 of the General Conditions.

7.02 There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.01 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, monies that may become due and

AGREEMENT
00 52 00.13-3
monies 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.

8.03 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 of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9 OTHER PROVISIONS

9.01 Contractor certifies that it is not barred from bidding the Work or executing this Agreement as a result of conviction for violation of 720 ILCS 5/33 et seq. prohibiting bid rigging or bidrotating.

9.02 Contractor certifies that it complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

Owner,

CITY OF DEKALB

By:

JERRY SMITH, MAYOR

LYNN FAZEKAS, CITY CLERK

Contractor:

SUBURBAN GENERAL CONSTRUCTION, INC.

By:

WILLIAM S PURL, PRESIDENT

KARLA M. ODEN, OFFICE MANAGER

END OF AGREEMENT

AGREEMENT
00 52 00 13-4
PERFORMANCE BOND FORM

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

CONTRACTOR:
Suburban General Construction, Inc.
1019 East 31st Street
LaGrange, Illinois 60526

SURETY:
North American Specialty Insurance Company
5200 Metcalf Avenue
Overland Park, Kansas 66202-1391

OWNER:
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

CONSTRUCTION CONTRACT:
Date: August 22, 2018
Amount: $349,850.00
Description: City of DeKalb, Illinois
Oak Drive Water Main Replacement

BOND:
Date: August 22, 2018
Amount: $349,850.00

CONTRACTOR AS PRINCIPAL: (Cpr. Seal)
Company:
Suburban General Construction Inc.
Signature: William S. Purl, President

SURETY: (Cpr. Seal)
Company:
North American Specialty Insurance Company
Signature: Ann Marie Waters, Attorney-In-Fact
1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and 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 and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor’s right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1. and

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

4. 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:

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contractor for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner’s 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor’s default, or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
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, tender payment therefor to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

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FOR INFORMATION ONLY --- NAME, ADDRESS AND TELEPHONE)
AGENT OR BROKER: Ann Marie Waters, Attorney-In-Fact
OWNER’S REPRESENTATIVE (Architect, Engineer or other party): John Ambrose, President/CEO
Brown & Brown of Illinois, Inc.
2300 Cabela Drive, Suite 100
Lisle, Illinois 60532
(630) 246-4600

8678 Ridgefield Road
Crystal Lake, Illinois 60012
(815) 458-1260

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PERFORMANCE BOND FORM

6. After the Owner has terminated the Contractor’s right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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 Surety under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigate of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The "responsibilities of the Contractor for correction of defective work and completion of the Construction Contract"

6.2 Additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions of failure to act of the Surety under Paragraph 4 and

6.3 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.

7. 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 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, or successors.

8. 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.

9. 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 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions:

12.1 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 to the Contractor of 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
PAYMENT BOND FORM

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

CONTRACTOR:
Suburban General Construction, Inc.
1019 East 31st Street
LaGrange, Illinois 60526

SURETY:
North American Specialty Insurance Company
5200 Metcalf Avenue
Overland Park, Kansas 66202-1391

OWNER:
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

CONSTRUCTION CONTRACT:

Date: August 22, 2018
Amount: $349,850.00
Description: City of DeKalb, Illinois
Oak Drive Water Main Replacement

BOND:

Date: August 22, 2018
Amount: $349,850.00

CONTRACTOR AS PRINCIPAL: (Corp. Seal)
Company: Suburban General Construction, Inc.
Signature: William S. Purl, President

SURETY: (Corp. Seal)
Company: North American Specialty Insurance Company
Signature: Ann Marie Waters, Attorney-In-Fact
PAYMENT BOND FORM

1. The Contractor and the 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.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
   4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2 Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner within 30 days after having made a material or equipment claim or performed the work, and with substantial accuracy, the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed.
      2. Have either received a rejection in whole or in part from the Contractor or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly.
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. RESERVED
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. 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 accepting this Bond, the Owner and the Contractor agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond.
9. 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 payment of any costs or expenses of any Claimant under this Bond.
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. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (ii), 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.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page. Actual receipt of notice by Owner, Surety or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
15.1 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 Contract. The intent of this Bond shall be to include without limitations in the terms, "labor, materials or equipment" that part of 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.
15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereunto.
15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete with the other terms thereof.

FOR INFORMATION ONLY -- NAME, ADDRESS AND TELEPHONE
AGENT OR BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Ann Marie Waters, Attorney-In-Fact
Brown & Brown of Illinois, Inc.
2360 Cabot Drive, Suite 100
List, Illinois 60003
(847) 245-5000

John Ambrose, President/CEO
Baxter & Woodman, Inc.
6978 Ridgefield Road
Crystal Lake, Illinois 60012
(815) 498-1280
ss

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Kimberly R. Holmes Notary Public of DuPage County, in the State of Illinois, do hereby certify that Ann Marie Waters, Attorney-in-Fact, of the North American Specialty Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the North American Specialty Insurance Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 22nd day of August A.D., 2018.

(Notary Public) Kimberly R. Holmes
My Commission expires: 12/29/2021

Notary Seal:
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas; and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

WILLIAM CAHILL, KIMBERLY SAWICKI, ANN MARIE WATERS, LEIGH ANN FRANCIS,
KIMBERLY R. HOLMES, KAREN A. RYAN, CHRISTINE LITEL and RICHARD A. FREEBOURN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary, or each of them hereby is authorized to execute a Power of Attorney, qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety and that each of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereto the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By
Michael A. To, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

On this 25th day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. To, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of August, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of
PAYMENT BOND FORM

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

CONTRACTOR:
Suburban General Construction, Inc.
1019 East 31st Street
LaGrange, Illinois 60526

SURETY:
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CONSTRUCTION CONTRACT:
Date: August 22, 2018
Amount: $349,850.00
Description: City of DeKalb, Illinois
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BOND:
Date: August 22, 2018
Amount: $349,850.00

CONTRACTOR AS PRINCIPAL: (Cord. Seal)
Company:
Suburban General Construction, Inc.

SURETY: (Cord. Seal)
Company:
North American Specialty Insurance Company

Signature: ____________________________
William S. Purl, President

Signature: ____________________________
Ann Marie Waters, Attorney-in-Fact
1. The Contractor and the 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.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person, or any entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:
   4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2 Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied for or whom the labor was done or performed; and
      2. Have not served a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. RESERVED

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. 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 the Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

9. 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 payment of any costs or expenses of any Claimant under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), 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.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. The actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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 incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 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 Contract. The intent of this Bond shall be to include without limitation in the terms, "labor, materials or equipment" that part of 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete with the other terms thereof.
PERFORMANCE BOND FORM

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

CONTRACTOR:
Suburban General Construction, Inc.
1019 East 31st Street
LaGrange, Illinois 60526

SURETY:
North American Specialty Insurance Company
5200 Metcalf Avenue
Overland Park, Kansas 66202-1391

OWNER:
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

CONSTRUCTION CONTRACT:
Date: August 22, 2018
Amount: $349,850.00
Description: City of DeKalb, Illinois
Oak Drive Water Main Replacement

BOND:
Date: August 22, 2018
Amount: $349,850.00

CONTRACTOR AS PRINCIPAL: (Corp. Seal)
Company:
Suburban General Construction, Inc.

SURETY: (Corp. Seal)
Company:
North American Specialty Insurance Company

Signature: ______________________________
William S. Purl, President

Signature: ______________________________
Ann Marie Waters, Attorney-In-Fact
1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Surety has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Surety is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If 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; and

3.2 The Surety has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.

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

4. 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:

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Surety, for the contract performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's 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 6 in excess of the Balance of the Contract Price incurred by the Surety resulting from the Contractor's default; or

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

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, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Surety shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigate of costs and damages on the Construction Contract, the Surety is obligated with duplication of costs.

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions of failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages or other damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. 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 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, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders to the Contractor, and to the construction work.

9. 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 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been or if new liquidating damages 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

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

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the terms thereof.

FOR INFORMATION ONLY — NAME, ADDRESS AND TELEPHONE
AGENT OR BROKER: (Architect, Engineer or other party):
OWNERS REPRESENTATIVE:
Ann Marie Waters, Attorney-In-Fact
Brown & Brown of Illinois, Inc.
2300 Cabbie Drive, Suite 100
Lisle, Illinois 60532
(333) 245-4800

John Ambrose, President/CEO
Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, Illinois 60012
(815) 458-1260