RESOLUTION 2019-043                        PASSED: FEBRUARY 25, 2019

AUTHORIZING THE AWARD OF A BID TO PERFORMANCE CONSTRUCTION AND ENGINEERING, LLC IN THE AMOUNT OF $743,500 FOR 4,100 FEET OF WATERMAIN REPLACEMENT ON JOANNE LANE, GOLFVIEW PLACE AND ILEHAMWOOD DRIVE WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO $769,522.

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 2019 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 4,100 lineal feet of water main on Joanne Lane, Golfview Place and Ilehamwood Drive; and

WHEREAS, the City released a Request for Bids (RFB) on December 17, 2018 with sealed bids publicly opened on February 5, 2019 with the lowest responsive and responsible bid provided by Performance Construction and Engineering, LLC.

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 Performance Construction and Engineering, LLC in a form acceptable to him with the recommendation of the City Manager, for the 2019 Water Main Replacement in an amount of $743,500 with staff authority to approve change orders up to $769,522.

SECTION 2: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.


ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
February 7, 2019

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

BID RESULTS

Subject: City of DeKalb - 2019 Water Main Replacement

Dear Mr. Faivre:

The following bids were received for the 2019 Water Main Replacement project on February 5, 2019:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid Amount</th>
<th>Alternate Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Construction &amp;</td>
<td>$743,500.00</td>
<td>$720,445.00</td>
</tr>
<tr>
<td>Trine Construction Corp.</td>
<td>$744,915.80</td>
<td>$721,561.30</td>
</tr>
<tr>
<td>N-Trak Group, LLC</td>
<td>$807,516.00</td>
<td>$779,060.00</td>
</tr>
<tr>
<td>William Charles Construction</td>
<td>$850,150.52</td>
<td>$808,338.62</td>
</tr>
<tr>
<td>Elliott &amp; Wood, Inc.</td>
<td>$866,052.86</td>
<td>$835,397.86</td>
</tr>
<tr>
<td>H. Linden &amp; Sons Sewer and</td>
<td>$870,775.00</td>
<td>No Bid</td>
</tr>
<tr>
<td>Brandt Excavating, Inc.</td>
<td>$902,875.00</td>
<td>$940,655.00</td>
</tr>
<tr>
<td>Archon Construction Company</td>
<td>$1,021,500.00</td>
<td>$967,404.75</td>
</tr>
</tbody>
</table>

Our pre-bid opinion of probable cost for this Project was $1.1M. We have analyzed each of the bids and find Performance Construction & Engineering, LLC to be the lowest Bidder. The bid package included an alternate for PVC water main pipe and plastic water service tubing. Performance Construction & Engineering, LLC was the lowest Bidder for both the Base Bid and the Alternate Bid.

Performance Construction & Engineering, LLC and Baxter & Woodman, Inc. (BWI) have not worked together on any past projects so we do not have firsthand experience with them. In response to our inquiry, Performance Construction & Engineering, LLC submitted the enclosed Qualification Statement with data on their organization, experience and capabilities.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Carolyn A. Grieses, P.E.
Regional Manager

Enc.

1:\Crystal Lake\DLBC\160986-WM Replacement\43-2018 WM\12-Bidding\Bid Results.docx
Exhibit B

NOTICE OF AWARD

To: Performance Construction & Engineering, LLC
217 W. John Street
Plano, IL 60545

PROJECT Description: 2019 Water Main Replacement

Approximately 4,100 ft of water main replacement along Joanne Lane, Golfview Place and Ilehamwood Drive including water service connections, hydrants and valves.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 17, 2018 and Bidder Instructions.

You are hereby notified that your BID has been accepted for items in the amount of $743,500.

You are required by the Bidder Instructions to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 25th day of February 2019.

By

(Owner)

Jerry Smith - Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

by

This the 1st day of April 2019.

By

Title

NOTICE OF AWARD
00 51 10-1 IEPA-PWSLP
AGREEMENT

THIS AGREEMENT is dated as of the 4th day of April in the year 2019 by and between City of DeKalb (hereinafter called OWNER) and Performance Construction & Engineering, LLC (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:

2019 Water Main Replacement

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

Approximately 4,100 feet of water main replacement on Joanne Lane, Golfview Place and Ilhamwood Dr. including valves, hydrants, water service connections and restoration.

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 June 30, 2019, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before July 30, 2019, or
3.01 The Work will be substantially completed within ______ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions within ______ days after the date when the Contract Times commence 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 $1,000.00 Dollars ($) 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 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 00.41-2 IEPA-PWSLP
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 5.02 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 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; CONTRACTOR'S Bid; Bidder Instructions, Advertisement for Bids; the General Conditions; Supplementary Conditions; Specifications and Drawings; all Addenda issued prior to receipt of Bids; CONTRACTOR'S Bid, Performance Bond Form and Payment Bond Form; Insurance Certificates; Notice of Award, Notice to Proceed; Change Orders, 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 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. CONTRACT AND SUBCONTRACT PROVISIONS.

9.01 Contracts in excess of $2,000:

(1) Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made of costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates contained under paragraph 1(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Wage determinations may be obtained from the U.S. Department of Labor's web site, www.wdol.gov.
(A) Any class of laborers, or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits if, and only when, the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subcontractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the subcontractor by USEPA. USEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise USEPA or will notify USEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subcontractor do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(E) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as listed in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(F) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may
require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding: The subrecipient shall upon written request of the USEPA or the Agency, withhold or cause to be withheld from the contractor under this contract for any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), the types of labor or service performed, and the dates of commencement and termination of such service. The contractor shall also maintain records of all payments made to each worker and the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, and the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to IEPA indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out all payments made to each employee (e.g., the last four digits of the employee’s social security number). Form WH-347 is available for this purpose from the Wage and Hour.
Division Web site at http://www.dol.gov/whd/forms/wh34/fincl.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(i)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1604 of title 18, and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request of to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) Apprentices and trainees —

(I) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 30 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which the program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprenticeship classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed unless an acceptable program is approved.

(II) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the
corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity: The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 50.

(5) Compliance with Copesland Act requirements: The contractor shall comply with the requirements of 29 CFR part 4, which are incorporated by reference in this contract.

(6) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.6 and 5.8 through 5.12 and such other clauses as the USEPA determines may be appropriate; and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.12.

(7) Contract termination: Default. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Acts requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 5(a) of the Davis-Bacon Act or 29 CFR 5, 12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 5(a) of the Davis-Bacon Act or 29 CFR 5, 12(a)(1).

ARTICLE 10. CONTRACT PROVISION FOR CONTRACTS IN EXCESS OF $100,000

10.01 Contract Work Hours and Safety Standards Act for contracts in excess of $100,000:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless: such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the State of California or a territory, to such State or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages: The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 11. OTHER PROVISIONS

11.01 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 bid roteting.
11.02 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.

11.03 CONTRACTOR agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act" if at the time this AGREEMENT is executed, or if during the term of this AGREEMENT, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

11.04 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

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:

By: ________________________________

Name - Title

CONTRACTOR:

By: ________________________________

Name - Title

ATTEST:

By: ________________________________

Name - Title

END OF AGREEMENT

AGREEMENT

00 52 00.41-11 IEPA-PWSLP
PERFORMANCE BOND FORM

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

CONTRACTOR:  
Performance Construction and Engineering, LLC
217 W. John St.
Plano, IL 60545

SURETY:  
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:  
City of DeKalb, 200 S. Fourth Street, DeKalb, IL 60115

CONSTRUCTION CONTRACT: 2019 Water Main Replacement

Date: 
Amount: Seven hundred forty-three thousand, five hundred and 00/100—dollars ($743,500.00)
Description: 2019 Water Main Replacement

BOND: TIC 65529

Date: 
Amount: Seven hundred forty-three thousand, five hundred and 00/100—dollars ($743,500.00)

CONTRACTOR AS PRINCIPAL:  
Company: (Corp. Seal)
Performance Construction and Engineering, LLC

SURETY  
Company (Corp. Seal)
Merchants Bonding Company (Mutual)

Signature

Dione R. Young, 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 as follows:

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; 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 Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and 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 thereof 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 Owner shall be entitled to enforce any remedy available to the Surety 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.

---

**FOR INFORMATION ONLY — NAME, ADDRESS AND TELEPHONE**

AGENT OR BROKER: Holmes, Murphy & Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
515-223-6987

OWNER’S REPRESENTATIVE (Architect, Engineer or other party): Baxter & Woodman, inc.
8430 Went Bryn Mawr.
Chicago, IL 60631

---

**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 Surety to the Owner shall not exceed 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 mitigation 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 or 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 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.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location where 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.

9. 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:  
Performance Construction and Engineering, LLC  
217 W. John St.  
Plano, IL 60545

SURETY:  
 Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50308-3498

OWNER:  
City of DeKalb, 200 S. Fourth Street, DeKalb, IL 60115

CONSTRUCTION CONTRACT: 2019 Water Main Replacement

Date:
Amount: Seven hundred forty-three thousand, five hundred and 00/100---dollars ($743,500.00)
Description: 2019 Water Main Replacement

BOND: LLC 65529

Date:
Amount: Seven hundred forty-three thousand, five hundred and 00/100---dollars ($743,500.00)

CONTRACTOR AS PRINCIPAL:  
Company: Performance Construction and Engineering, LLC  
(Corp. Seal)

SURETY COMPANY:  
Company: Merchants Bonding Company (Mutual)  
(Corp. Seal)

Signature:  
[Signature]

Signature:  
Dione R. Young, Attorney-in-Fact
PAYMENT BOND FORM

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 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 (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. 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 limitations the term, “labor, materials or equipment that part of water, gas, power, fief, 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 with the other terms thereof.
POWER OF ATTORNEY

Know all persons by these presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowmer; Brian M Delmeyer; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freimuth; Kathleen Brewer; Kevin J Knutson; Michelle R Grube; Seth D Rockar; Shilary B Bartriger; Stacy Venne; Sydney Burnett; Tim McLollin; Wendy A Caskey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(s) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of MERCHANTS BONDING COMPANY (MUTUAL) on April 23, 2011 and amended August 14, 2016 and adopted by the Board of Directors of MERCHANTS NATIONAL BONDING, Inc., on October 18, 2016.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignees, shall not relieve the surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of December 2018.

STATE OF IOWA
COUNTY OF DALLAS as.

On this the 21st day of December 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ALICIA K. GRAM
Commission Number 787430
My Commission Expires
April 1, 2020

Notary Public

Expiration of notary’s commission does not invalidate this instrument.

I, William Werner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of

POA 0018 (3/17)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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).

PRODUCER
HUB International Midwest Limited
1411 Opus Place, Suite 450
Downers Grove IL 60504

CONTACT
NAME: CSUConstruction@hubinternational.com
TOLL FREE: 830-488-5600
FAX: 830-488-5696
ADDRESS: CSUConstruction@hubinternational.com

INSURED
Performance Construction & Engineering, LLC
217 W. John Street
Plano IL 60545

INSCRIBER AFFORDING COVERAGE

<table>
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<tr>
<th>INSCRIBER A:</th>
<th>Westfield Companies</th>
<th>NAIC #</th>
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<td></td>
<td>24112</td>
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INSURER B: Accident Fund Insurance Company of America
10168

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2032793731

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.

INSCRIBER

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<th>TYPE OF INSURANCE</th>
<th>ADD. SUBRISK/BUS. WDV</th>
<th>POLICY NUMBER</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
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<td>Y Y</td>
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<td>2/1/2020</td>
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<td>MED EXP (Any 1st party) $25,000</td>
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<td>BODILY INJURY (Per Accident) $</td>
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<td>2/1/2019</td>
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<td>E.L. DISABILITY - POLICY LIMIT $1,000,000</td>
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<td>X</td>
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<td>2/1/2019</td>
<td>2/1/2020</td>
<td>Unit/Equitable SEE BELOW: $500,000/$500,000/$500,000</td>
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</tbody>
</table>

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

RE: 2019 Water Main Replacement

The Village of Dekalb, Baxter & Woodman, Fehr Graham, and all other agents and representatives on site under the direction of those entities are included as additional insureds under General Liability, on a primary and non-contributory basis, when agreed in a written contract subject to policy terms, conditions and exclusions. A waiver of subrogation applies under General Liability in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

CERTIFICATE HOLDER

City of Dekalb
200 S. Fourth Street
Dekalb IL 60115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Person or Organization:</th>
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<tbody>
<tr>
<td>SEE WORDING BELOW</td>
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</table>

<table>
<thead>
<tr>
<th>Location And Description of Completed Operations:</th>
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<tbody>
<tr>
<td>ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN ADDITIONAL INSURED.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Premium:</th>
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<tbody>
<tr>
<td>INCL.</td>
</tr>
</tbody>
</table>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
NOTICE TO PROCEED

To: Performance Construction & Engineering, LLC

217 W. John Street
Plano, IL 60545

Date: April 08, 2019
Project: 2019 Water Main Replacement

You are hereby notified to commence WORK in accordance with the Agreement dated April 04, 2019, on or before April 08, 2019, and you are to complete the WORK within by July 30, 2019, consecutive calendar days thereafter.
The date of substantial completion of all WORK is therefore June 30, 2019. The date of final completion of all WORK is therefore July 30, 2019.

City of DeKalb
(Owner)

By /Zac Gill
Title City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

x [Signature]

This the 8th day of April, 2019.

By [Signature]
Title [Position]

NOTICE TO PROCEED
00 55 00-1 IEPA-PWSLP