**PURCHASE ORDER #: 2085-0001 SERV**

Please include this Purchase Order Number on all invoices, shipping papers, packages and correspondence. Failure to comply may result in delayed payment of invoices. Current Terms and Conditions are located at www.dupageco.org.

<table>
<thead>
<tr>
<th>Reference #</th>
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<tr>
<td>Effective Date</td>
<td>10/25/2016</td>
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<tr>
<td>Expiration Date</td>
<td>11/30/2018</td>
</tr>
<tr>
<td>Last Invoice Allowed Date</td>
<td>05/28/2019</td>
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<tr>
<td>Lifetime Max Amount</td>
<td>$185,102.00</td>
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</table>

**Vendor Agreement Reference:**
- SW-MARTAM CONSTRUCTION INC
- Vendor Agreement Description:
  - GLENRISE AVENUE CULVER IMPVMT

<table>
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<tr>
<th>TERMS</th>
<th>UNIT PRICE</th>
<th>AGREEMENT MAX QTY</th>
<th>AGREEMENT MAX AMOUNT</th>
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<td>SHIP TERMS</td>
<td>Freight Included In Price</td>
<td>SHIP VIA</td>
<td>Best Way</td>
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<td>FRT TERMS</td>
<td>FOB Destination</td>
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<tr>
<td>LINE</td>
<td>QUANTITY</td>
<td>UOM</td>
<td>ITEM DESCRIPTION</td>
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1 0 
- GLENRISE AVENUE CULVERT IMPVMT

$185,102.00 0.00 $185,102.00

**Total Amount:** $185,102.00

---

**Buyer Contact:**
Debra Thompson

**Phone:** 630-407-6184
**Email:** Debra.Thompson@DuPageCo.Org

---

Page: 1 of 1
Vendor: Martam Construction, Inc.  
Vendor #:  
Contract Term: 11/30/2018  
Contract Total: $185,102.00

Dept: Stormwater Management  
Contact: Jamie Lock  
Phone: 630-407-6705  
Assigned Committee: Management

Description of Procurement/Scope of Work/Background: $185,102.00 - Furnish all equipment, labor, material, tools and supervision necessary for the removal and replacement of an existing culvert, with associated bank stabilization and restoration along a tributary to the East Branch DuPage River, associated with bid 16-182.

Reason for Procurement: See decision memo

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 5000-1520-53820-DR14
- Funds identified in budget line(s):  

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE #, BID # or RFP # 16-182-DT (QUOTE Less Than $25,000; BID Equal To or Greater Than $25,000)  
- EXEMPT FROM BIDDING PER ILLINOIS COMPLIED STATUTES  
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)  
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

BASIS OF DECISION MEMO (attach Decision Memo)

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) #  
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)  
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)  
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)  
- OTHER THAN LOWEST RESPONSIBLE, BID #  

PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>JCL</th>
<th>Sep 21, 2016</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
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REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Office Date</th>
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<td>9-22-16</td>
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<table>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000) Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>9-27-16</td>
<td></td>
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Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 9/13/10
Bid/Contract/PO #: 16-182-DT

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Martan Construction</th>
<th>Company Contact:</th>
<th>Robert Krupnik</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>630-908-6000</td>
<td>Contact Email:</td>
<td><a href="mailto:Robert@martan.com">Robert@martan.com</a></td>
</tr>
</tbody>
</table>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of $25,000 shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contractor to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (Check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Add. Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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<tbody>
<tr>
<td>X</td>
<td>Jim Zay</td>
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<td>Fundraiser</td>
<td>$500.00</td>
<td>10/3/13</td>
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<tr>
<td>X</td>
<td>Donald R.</td>
<td>Martan Construction</td>
<td>Fundraiser</td>
<td>$250.00</td>
<td>4/28/15</td>
</tr>
</tbody>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor or vendor and shall update such disclosure with any changes that may occur.

☑ NONE (Check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Add. Line</th>
<th>Lobbyists, Agents and Representatives or all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
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<tbody>
<tr>
<td>X</td>
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<tr>
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</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge the above statement and have read and understood these requirements.

Authorized Signature: 
Printed Name: 
Title: 
Date: 

Attach additional sheets if necessary. Sign date sheet to indicate final page. Page (total number of pages) of

FORM OPTIMIZED FOR ACRIDAT AND ADOBE READER VERSION 9 OR LATER

BID #16-182-DT
GLENRISE AVENUE CULVERT IMPROVEMENTS
Page 42 of 53

Rev 1.1
4/12/16
<table>
<thead>
<tr>
<th>By</th>
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<th>Received By</th>
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<tr>
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<td><strong>CORPORATION FILE DETAIL REPORT</strong></td>
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<td><strong>Status</strong></td>
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<td><strong>Agent Name</strong></td>
<td>ROBERT KUTROVATZ</td>
<td></td>
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<tr>
<td><strong>Agent Street Address</strong></td>
<td>1200 GASKET DR</td>
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<tr>
<td><strong>Agent City</strong></td>
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<td><strong>Agent Zip</strong></td>
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<td><strong>State</strong></td>
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<td><strong>Agent Change Date</strong></td>
<td>03/13/2012</td>
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<tr>
<td><strong>President Name &amp; Address</strong></td>
<td>ROBERT KUTROVATZ 39W643 HENRY DAVID THOREAU ST CHARLES 60175</td>
<td></td>
<td></td>
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<tr>
<td><strong>Secretary Name &amp; Address</strong></td>
<td>JERRY KUTROVATZ 1343 FARGO BLVD GENEVA 60134</td>
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<td><strong>For Year</strong></td>
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Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

https://www.ilsos.gov/corporateLlc/CorporateLlcController
COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
BID TABULATION ADVISE

**BID #16-182-DT**  
**GLENRISE AVENUE CULVERT IMPROVEMENTS**  
**BID OPENING DATE: SEPTEMBER 13, 2016**  
**2:00 P.M.**  

*This Solicitation required attendance at both a MANDATORY Pre-Proposal Conference and Site Visitation.*

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS:</th>
<th>TOTAL BASE BID PRICE</th>
<th>CONTINGENCY</th>
<th>TOTAL BASE BID PRICE + CONTINGENCY =</th>
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<td>$300,000.00</td>
<td>$15,000.00</td>
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<td>ALLIANCE CONTRACTORS INC.</td>
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<td>BOLDER CONTRACTORS</td>
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<td>JOHN NERI CONSTRUCTION CO. INC.</td>
<td>$239,899.00</td>
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<tr>
<td>H. LINDEN &amp; SONS</td>
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<tr>
<td>RAUSCH INFRASTRUCTURE, LLC</td>
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<td>$15,000.00</td>
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<td>MARTAM CONSTRUCTION, INC.</td>
<td>$170,102.00*</td>
<td>$15,000.00</td>
<td>$185,102.00*</td>
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</tbody>
</table>

*Corrected Total

**BID OPENING ATTENDED BY:**

Debby Thompson, CPPB, DuPage County Buyer  
Catlyn Hicks, DuPage County Division I  
Jamie Lock, Stormwater Management  
Rick Bero, Copenhaever Construction  
Richard Reynoso, V3 Companies  
Liz Aderton, Martam Construction,  
Jairo Gonet, LMCC  
Dorin Fera, DuPage County CDC  
Alex Rendina, Acqua Corporation  
Nicholas Neri, John Neri Construction  
Greg Phillips, Public Works  
John Adams, Public Works  
Bob Gatto, Swallow Construction

| INVITATIONS SENT: | 100 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 32 | TOTAL BID RESPONSES RECEIVED: | 10 |
COUNTY OF DU PAGE, ILLINOIS

BID #16-182-DT
GLENRISE AVENUE CULVERT IMPROVEMENTS
SPECIFICATIONS

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>Full Name of Bidder</th>
<th>Martan Construction, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>1200 Casket Dr</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Algin, IL 60120</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>947-608-6800</td>
</tr>
<tr>
<td>Bid Contact Person</td>
<td>Robert Kutchovatz</td>
</tr>
</tbody>
</table>

TO: The DuPage County Purchasing Division
The undersigned, being duly sworn, certifies that he/she is:

O the Owner/Sole Proprietor O a Member of the Partnership
O an Officer of the Corporation O a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Purchasing Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. ____________ and ________ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The affiant deposes and says that he/she has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he/she has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.
Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he/she will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the County of DuPage to verify business references.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
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<td>UNIT</td>
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<td>20.00</td>
<td>1400</td>
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<tr>
<td>2</td>
<td>TREE REMOVAL (OVER 15 UNITS DIAMETER)</td>
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<td>57</td>
<td>22.00</td>
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**TOTAL:** $156,257.00
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<th>Quantity</th>
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**Total Base Bid:**

\[ \varphi 170,102.00 \times 1,102.00 \] $184,102.00

**Contingency:**

$15,000.00

**Total Bid Price (Base Bid + Contingency =):**

\[ \varphi 185,102.00 \times 1,117.00 \] $204,102.00
COUNTY OF DU PAGE, ILLINOIS

BID # 16-182-DT
GLENRISE AVENUE CULVERT IMPROVEMENTS
BID FORM

BID AWARD CRITERIA:

Their bid will be awarded to the lowest responsive, responsible bidder based upon the Total Base Bid. The County of DuPage reserves the right to decrease the quantities and eliminate items shown herein to correspond with Departmental budgetary allowance; the actual Contract award amount will be determined by the County based upon the items selected. The Contractor agrees to provide the equipment, service and supplies described in the contract specifications and under the conditions outlined in attached documents for the amount stated below.

The undersigned hereby proposes to provide all labor, services and materials necessary in accordance with the specifications and construction documents of Bid #16-182-DT as follows:

TOTAL BID PRICE (BASE BID + CONTINGENCY =): $185,102.00

ONE HUNDRED EIGHTY-FOUR THOUSAND
ONE HUNDRED TWO Dollars and ZERO Cents

(Print or Type)
COUNTY OF DuPAGE, ILLINOIS
BID # 16-182-DT
GLENRISE AVENUE CULVERT IMPROVEMENTS
BID FORM

STARTING AND COMPLETION:

If awarded a contract under this bid, the Contractor may commence as soon as the Notice to Proceed is issued, and shall be completed as specified in the contract documents.

The undersigned is aware that Federal Labor Standards and the Illinois Prevailing Wage Requirements apply to all work performed on this contract. It is the contractor’s responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

BID MUST BE SIGNED FOR CONSIDERATION

[Signature and Title]

CORPORATE

(If available)

THIS BID FORM MUST BE FILLED OUT, SIGNED BY THE BIDDER AND PROPERLY NOTARIZED.

Subscribed and Sworn to before me this 13 day of September, 2016

[Notary Public]

My Commission Expires: 1/20/20

The Ethics Disclosure Statement on the following page must be filled out and signed by the bidder.

Signature of Bidder authorizes the County of DuPage to verify business references.

OFFICIAL SEAL
ELIZABETH ADERTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/20/20
NOTICE OF AWARD

October 17, 2016

Martam Construction, Inc.
Mr. Robert Kutrovatz
1200 Gasket Drive
Elgin, IL  60120

SUBJECT: BID #16-182-DT,

Dear Mr. Kutrovatz:

The County has considered the Proposal submitted by you for the above-described project in response to its Invitation to Bid dated August 24, 2016.

You are hereby notified that your Bid in the amount of $185,102.00 was accepted by the DuPage County Board at their meeting of October 11, 2016.

As stated in the Bid, you are required to execute and return the attached Notice of Award, three (3) copies of the Agreement with original signatures, post the Performance and Payment Bond in the amount of the contract amount and furnish a Certificate of Insurance within fifteen (15) calendar days from the date of this Notice. Otherwise, the County shall have the right to charge you $1,000.00 as liquidated damages for the County’s cost in re-bidding.

Sincerely,

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

[Signature]
(Name of Firm)

this 21st day of October, 2016.

By:
Title: PRESIDENT
DuPAGE COUNTY, ILLINOIS
AGREEMENT

PROJECT NAME: BID #16-182-DT, GLENRISE AVENUE CULVERT IMPROVEMENTS

THIS AGREEMENT, made this 11th day of October, 2016, by and between DuPage County, Illinois, hereinafter called “County” or “Owner” and Martain Construction, Inc., hereinafter called “Contractor”.

WITNESSETH:

WHEREAS, the County has heretofore solicited bids for all work and improvements and for the doing of all things included within the specified project; and

WHEREAS, the County did on the 11th day of October, 2016, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I- Work To Be Done By Contractor
For and in consideration of the payments indicated in the Bid hereto attached, the Contractor shall at its own cost and expense perform all the work and furnish all the labor, material, equipment and other property necessary to do, construct, install, and complete all the work and improvements required, all in full accordance with and in compliance with and as required by the hereinafter specified contract Documents, including any and all Addenda for said work, and to do all other things required of the contractor by said contract Documents for said work.

ARTICLE II- Contract Documents
The contract Documents here named include all of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions
4. Bid Form/Signature
5. Special Conditions of Contract
6. Agreement (This Instrument)
7. Contract Drawings
8. Contract Specifications
9. Additional General Conditions of the Contract
10. All Bonds mentioned or referred to in the foregoing Documents
11. Any and all other Documents or Papers included or referred to in the foregoing Documents
12. Any and all Addenda to the foregoing: No. 1

all of which documents are on file in the Office of the Procurement Manager, DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187.

ARTICLE III-Contract Prices, Contract Sum and Payment
County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the total base bid contract sum, namely: One Hundred Eighty-Five Thousand One Hundred Two Dollars and 00 Cents. $185,102.00.
The Contract Price aforesaid constitutes the Contract Sum.

**ARTICLE IV-Payment**
The contractor shall receive and accept payments indicated in its Bid as full compensation or furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents. The Contractor is required to adhere to the prevailing wage provisions of the State of Illinois for wage rates and conditions prevalent in DuPage County, Illinois.

Quantities and totals of unit price items in the contractor’s Bid and the resulting total price are approximate only, and are for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by unit price items will be made on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents. Where applicable, any or all items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER will be directly requested by the Engineer/ Facilities Manager, in writing, prior to any items used. The County may choose not to use any or all of the items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER.

**ARTICLE V- Contract Enforcement - Attorney’s Fees**
If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**ARTICLE VI - Severability Clause**
If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

**ARTICLE VII - Governing Law**
This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

**ARTICLE VIII-Conflict Between Component Parts of Contract**
In the event that any provision in any of the following component parts of this contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum No. 1
2. General Conditions of the Contract
3. Special Conditions of the Contract
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation for Bids
8. Bid Form
9. Agreement (This Instrument)
10. Additional General Conditions of the Contract
11. Any and all other Document or Papers included or referred to the foregoing documents.

This Contract is intended to conform in all respects to applicable regulation, laws, ordinances, and statutes of the State of Illinois and governmental unit in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith the said statute shall govern.
ARTICLE IX-Starting and Completion
The Contractor shall substantially complete (as defined in the General conditions) **all of the work on the above cited project in accordance with the agreed upon completion date.** The contractor shall furnish and deliver to the County all things which are required of it by the Bidding Documents prior to the County’s issuing a Notice to Proceed.

All work covered under this agreement shall be substantially completed by the agreed upon completion date of November 30, 2018.

ARTICLE X-Commitment
The County does hereby employ the said contractor to provide the materials and do all the work and do all other things hereinbefore mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE XI-Grant Funding
A portion or all of the above work may be subject to Illinois First Grant Funding. Section 5.4A of the Grant Agreement between the Illinois Department of Commerce and Community Affairs and DuPage County states:

"If any of the services to be performed under this Agreement are subcontracted, the Grantee shall include in all subcontracts covering such services, a provision that the Department and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement."

ARTICLE XII-Liquidated Damages
The Contractor recognizes that if the Work is not completed on time, the County will suffer a financial loss. Therefore, Contractor further recognizes that payment of damages as specified in the General or Special Conditions herein are fair and reasonable, does not and will not constitute a penalty and may be assessed and recovered by the County for financial loss caused by delayed completion.

The County shall apply liquidated damages as stipulated in the Bid Documents for failure to complete the services within the specified, agreed upon completion date.

In effect, the State requires that your firm and any sub-contractors agree to make available for examination, your financial records covering services in conjunction with the construction of the above project for a five-year period.

**END OF AGREEMENT ARTICLES**
IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and affixed their seals, the day and year first above written.

Construction, Inc.

By: [Signature of Officer] (SEAL)

Title: President

Date: 10-21-16

Subscribed and Sworn to before me this 21st day of October AD. 2016

Karen Linkevich
(Notary Public)

County of DuPage, Illinois

By: [Signature of Procurement Officer] Date: 10-25-2016

By this signature, the Procurement Services Supervisor affirms that all submittals required have been provided by the Contractor in accordance with the conditions of the bid document.

IMPORTANT

Note: If the contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if contractor is a CO-partnership the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his signature shall be paced above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.
NOTICE TO PROCEED

October 25, 2016

Martam Construction, Inc.
Mr. Robert Kutrovatz
1200 Gasket Drive
Elgin, IL 60120

SUBJECT: BID #16-182-DT GLENRISE AVENUE CULVERT IMPROVEMENTS

Dear Mr. Kutrovatz:

You are hereby notified to commence the work in accordance with the Agreement dated October 25, 2016.

The date of final completion of all the work is November 30th, 2018.

Please acknowledge receipt of this NOTICE TO PROCEED to Debby Thompson, CPPB, Buyer at dthompson@dupageco.org.

Thanks you!

Sincerely,

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2016

PRODUCER NNC ADR - Chicago
150 N. Wacker Dr., Ste 1500
Chicago IL 60606

CONTACT NAME
PHONE (847) 312-283-1350
FAX (847) 312-283-1351
E-MAIL: chicago@ncadr.com

INSURED MARTCON-03
Martem Construction, Inc.
1200 Gasket Dr
Egin IL 60120-7305

INSURER S AFFORDS COVERAGE
INSURER A Phoenix Insurance Company
25623
INSURER B Travelers Prop Cas Co of Amer
25674
INSURER C Starr Indemnity & Liability Co
38319

REVISION NUMBER:

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

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<td>B</td>
<td>WORKERS COMPENSATION &amp; EMPLOYEES LIABILITY</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BID #16-182-DT Glenrise Ave Culvert Improvements

County of DuPage is shown as additional insured with respect to General Liability coverage as evidenced herein as required by written contract with respect to the work performed by the named insured.

CERTIFICATE HOLDER

County of DuPage
421 N. County Farm Rd
Wheaton IL 60187
USA

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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

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

1. WHO IS AN-INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.

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

4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
COMMERCIAL GENERAL LIABILITY

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

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
   i. Immediately record the specifics of the claim or "suit" and the date received; and
   ii. Notify us as soon as practicable.
   The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V.
   DEFINITIONS:
   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
   a. After the signing and execution of the contract or agreement by you;
   b. While that part of the contract or agreement is in effect; and
   c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;
(b) Not owned by any insured; and
(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.
3. The following replaces Paragraph 6, of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage";

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGE:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGE:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

(i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

(ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or
   omissions committed in providing or failing to provide "incidental medical services", first aid
   or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COV-
   ERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising
   out of the willful violation of a penal statute or
   ordinance relating to the sale of pharmaceuticals
   committed by, or with the knowledge or consent
   of, the Insured.

5. The following is added to the DEFINITIONS Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray
      or nursing service or treatment, advice or
      instruction, or the related furnishing of
      food or beverages; or

   b. The furnishing or dispensing of drugs or
      medical, dental, or surgical supplies or
      appliances.

   "Good Samaritan services" means any emergency
   medical services for which no compensation
   is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COM-
   MERCIAL GENERAL LIABILITY CONDI-
   TIONS:

   The insurance is excess over any valid and
   collectible other insurance available to the in-
   sured, whether primary, excess, contingent or
   on any other basis, that is available to any of
   your "employees" or "volunteer workers" for
   "bodily injury" that arises out of providing or
   failing to provide "incidental medical ser-
   vices", first aid or "Good Samaritan services"
   to any person to the extent not subject to
   Paragraph 2.a.(1) of Section II – Who Is An
   Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED
   OR FORMED ORGANIZATIONS

   The following replaces Paragraph 4. of SECTION
   II – WHO IS AN INSURED:

   Any organization you newly acquire or form,
   other than a partnership, joint venture or lim-
   ited liability company, of which you are the
   sole owner or in which you maintain the ma-
   jority ownership interest, will qualify as a
   Named Insured if there is no other insurance
   which provides similar coverage to that or-
   ganization. However:

   a. Coverage under this provision is afforded
      only:

      (1) Until the 180th day after you acquire or
          form the organization or the end of the
          policy period, whichever is earlier, if you
          do not report such organization in writing
          to us within 180 days after you acquire or
          form it; or

      (2) Until the end of the policy period, when
          that date is later than 180 days after you
          acquire or form such organization, if you
          report such organization in writing to us
          within 180 days after you acquire or form
          it, and we agree in writing that it will con-
          tinue to be a Named Insured until the end
          of the policy period;

   b. Coverage A does not apply to "bodily injury"
      or "property damage" that occurred before
      you acquired or formed the organization; and

   c. Coverage B does not apply to "personal in-
      jury" or "advertising injury" arising out of an
      offense committed before you acquired or
      formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED
   INSURED – UNNAMED SUBSIDIARIES

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

   Any of your subsidiaries, other than a partnership,
   joint venture or limited liability company, that is
   not shown as a Named Insured in the Declarations
   is a Named Insured if you maintain an own-
   ership interest of more than 50% in such subsidiary
   on the first day of the policy period.

   No such subsidiary is an insured for "bodily injury"
   or "property damage" that occurred, or "personal
   injury" or "advertising injury" caused by an off-
   ense committed after the date, if any, during the
   policy period, that you no longer maintain an
   ownership interest of more than 50% in such sub-
   sidiary.
G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:
   (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required
by any ordinance, law or building code to include as an additional insured on this Coverage Part is an Insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) It you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 8., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right to cancel or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or
b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION
The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS
1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
Document A312™ – 2010
Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Martam Construction, Inc.
1200 Gasket Drive
Elgin, IL 60120

OWNER:
(Name, legal status and address)
DuPage County
421 North County Farm Road
Wheaton, IL 60187

CONSTRUCTION CONTRACT
Date:

Amount: $185,102.00

Description:
(Name and location)
16-182-DT; Glenrise Ave. Culvert Improvements

BOND
Date: October 19, 2016
(Not earlier than Construction Contract Date)

Amount: $185,102.00

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: [ ]

Signature: [ ]
Name and Title: President

SURETY
Company: [ ]

Signature: [ ]
Name and Title: Attorney-in-Fact

AGENT or BROKER:
Arthur J. Gallagher & Co.
2 Pierce Place
Itasca, IL 60143-3141
630-773-3800

OWNER'S REPRESENTATIVE:
(Engineer, Architect or other party)

S-2149/AS 8/10
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
   .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
   .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

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

§ 16 Definitions
§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount caused by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms “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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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

§ 18 Modifications to this bond are as follows:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Company:</td>
</tr>
<tr>
<td>(Corporate Seal)</td>
<td>(Corporate Seal)</td>
</tr>
</tbody>
</table>

Signature: N/A
Name and Title:
Address

Signature: N/A
Name and Title:
Address
State of Illinois
County of DuPage

I, Jennifer Ann De Leon, Notary Public of DuPage, County, in the State of Illinois, do hereby certify that Harold G Miller, Jr. Attorney-in-Fact, of the Philadelphia Indemnity 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 he signed, sealed and delivered said instrument, for and on behalf of the Philadelphia Indemnity Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in said County, this 19th day of October, 2016.

[Signature]
Notary Public
My Commission expires: 01/06/2020

[Notary Seal]
PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0550

Power of Attorney

Surety Bond Number: PB00264800052
Principals: Martum Construction, Inc.
Obligee: DuPage County

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Harold G Miller, Jr., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to:
(1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10th DAY OF JUNE 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA

Notary Public:

residing at: Bala Cynwyd, PA

My commission expires: December 18, 2016

I, Edward Sayegh, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10th day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of October, 2016.

Edward Sayegh, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
Document A312™ – 2010
Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Martam Construction, Inc.
1200 Gasket Drive
Elgin, IL 60120

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-1403
Mailing Address for Notices
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-1403

OWNER:
(Name, legal status and address)
DuPage County
421 North County Farm Road
Wheaton, IL 60187

CONSTRUCTION CONTRACT
Date:
Amount: $ 185,102.00

Description:
(Name and location)
16-182-DT; Glenrise Ave. Culvert Improvements

BOND
Date: October 19, 2016
(Not earlier than Construction Contract Date)
Amount: $ 185,102.00

MODIFICATIONS TO THIS BOND:

CONTRACTOR AS PRINCIPAL
Company:
Martam Construction, Inc.

SURETY
Company:
Philadelphia Indemnity Insurance Company

Name:
Harold G Miller, Jr.
Title:
Attorney-in-Fact

Signature:
Robert Kutrovatz
Name and Title:
President

(Any additional signatures appear on the last page of this Performance Bond.)

AGENT or BROKER:
Arthur J. Gallagher & Co.
2 Pierce Place
Itasca, IL 60143-3141
630-773-3800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

S-1852/AS 8/10

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

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

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

.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 Section 5; and

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

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

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum 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 page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance 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.

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

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

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

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

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 16 Modifications to this bond are as follows:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: N/A
Name and Title:
Address

Signature: N/A
Name and Title:
Address
W-9

Form (Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Marta Construction, Inc.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual(s)/sole proprietor or
   - Single-member LLC
   - Corporation (S corporation) or (C corporation)
   - Partnership
   - Trust/estate

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
   - Exempt payee codes (if any)
   - Exemption from FATCA reporting code (if any)
   - (Applies to accounts established outside the U.S.)

5. Address (number, street, and apt. or suite no.)

1200 Gasket Drive

6. City, state, and zip code

Elgin, IL 60120

7. List account number (s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiving for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage or interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual retirement arrangement (IRA), and generally, payments of interest, the information return is required regardless of whether or not the recipient is required to report the receipt, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

9-13-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/f9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (miscellaneous income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098-S (proceeds from real estate transactions)
- Form 1098-K (merchant card and third party network transactions)

Cat. No. 10231X

Form W-9 (Rev. 12-2014)
Requisition 25k and over

SM-P-0288-16

AWARDING RESOLUTION
ISSUED TO MARTAM CONSTRUCTION, INC.
CONTRACT AMOUNT ($185,102.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract purchase order to Martam Construction, Inc. for the Glenrise Avenue Culvert Improvements project.

NOW, THEREFORE, BE IT RESOLVED that Requisition, covering said, Glenrise Avenue Culvert Improvements project for the Stormwater Management Department, for the period through November 30, 2018, be, and it is hereby approved for issuance of a Contract Purchase Order by the Procurement Division, to Martam Construction, Inc, 1200 Gasket Drive, Elgin, Illinois 60120 for the total contract amount of $185,102.00 per lowest responsible Bid # 16-182.

Enacted and approved this 11th day of October, 2016 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________________________
PAUL HINDS, COUNTY CLERK