**PURCHASE ORDER #: 2708-0001 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>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Last Invoice Allowed Date</th>
<th>Lifetime Max Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>08/09/2017</td>
<td>11/30/2019</td>
<td>05/28/2020</td>
<td>$726,711.00</td>
</tr>
</tbody>
</table>

**Vendor Agreement Reference:**

SW-MARTAM CONSTRUCTION

**Vendor Agreement Description:**

DRAINAGE IMPROVEMENTS
AT LIBERTY PARK BID #17-133-DT

<table>
<thead>
<tr>
<th>TERMS</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AGREEMENT MAX QTY</th>
<th>AGREEMENT MAX AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRT TERMS</td>
<td>FOB Destination</td>
<td>LINE</td>
<td>QUANTITY</td>
<td>UOM</td>
</tr>
<tr>
<td>SHIP TERMS</td>
<td>Freight included in Price</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 0 0

**THIS CONTRACT PURCHASE ORDER IS FOR DRAINAGE IMPROVEMENTS AT LIBERTY PARK, WESTMONT, ILLINOIS PER THE LOWEST RESPONSIBLE BID #17-133-DT, WHICH IS ATTACHED AND MADE APART HEREOF.**

DRAINAGE IMPROVEMENTS AT LIBERTY PARK BID #17-133-DT

$726,711.00 0.00 $726,711.00

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

Total Amount: $726,711.00

Authorized Signature
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Martam Construction, Inc</th>
<th>Vendor #: 11092</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contract Term: 11/30/2019</td>
</tr>
<tr>
<td>Contact: Jamie Lock</td>
<td>Contract Total: $726,711.00</td>
</tr>
<tr>
<td>Phone: 630-407-6705</td>
<td>Assigned Committee: Stormwater</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

$726,711.00. Drainage Improvements at Liberty Park, Westmont IL. Improvements include but are not limited to: earthwork to expand an existing detention basin, construction of lift stations, storm sewer installation, paving, and restoration.

**Reason for Procurement**

Bid No. 17-133-DT

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 5000-1520-53820 DR-07
- [ ] Budget Transfer (Date) ________________ Add’l Information

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 17-133-DT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid and/or PO #
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (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)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- [ ] 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>Prepared By</th>
<th>Jul 18, 2017</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
</tr>
</thead>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7-21-17</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7-24-17</td>
</tr>
</tbody>
</table>

**APPROVED**

AUG 08 2017

SM 8-1-17

FIN & CO 8-8-17

FORM OPTIMIZED FOR ACR OBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.6
3/21/17
Purchase Requisition  
Procurement Services Division  

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Martam Construction, Inc</td>
<td>Dept: Stormwater Management Division:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor #:  11092</td>
<td>Attn: Jamie Lock</td>
<td>Attn: Jamie Lock</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:jamie.lock@dupageco.org">jamie.lock@dupageco.org</a></td>
<td>Email: <a href="mailto:jamie.lock@dupageco.org">jamie.lock@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 1200 Gasket Dr.</td>
<td>Address: 421 N. County Farm Room:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: (847) 608-6800 Fax:</td>
<td>Phone: (630) 407-6705 Fax:</td>
<td>Phone: (630) 407-6705 Fax:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>Jamie Lock</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Jamie Lock</td>
<td>Aug 1, 2017</td>
<td>Nov 30, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>This contract is for Drainage Improvements at Liberty Park, Weston, IL, for the period of August 1, 2017 through November 30, 2019, per lowest responsible Bid #17-133-DT.</td>
<td>17</td>
<td>5000</td>
<td>1520</td>
<td>53820</td>
<td>DR-07</td>
<td>726,711.00</td>
<td>726,711.00</td>
<td></td>
</tr>
</tbody>
</table>

Requisition Total $ 726,711.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE

BID #17-133-DT
LIBERTY PARK DRAINAGE SYSTEM IMPROVEMENTS
BID OPENING DATE: JULY 14, 2017 AT 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 + CONTINGENCY =</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRINE CONSTRUCTION CORPORATION</td>
<td>$1,012,810.30</td>
</tr>
<tr>
<td>COPENHAVER CONSTRUCTION, INC.</td>
<td>$733,960.00</td>
</tr>
<tr>
<td>MARTAM CONSTRUCTION, INC</td>
<td>$726,711.00</td>
</tr>
</tbody>
</table>

BID OPENING ATTENDED BY:
Debby Thompson, CPPB, DuPage County Buyer
Catlyn Hicks, DuPage County Division I
Chris Ragona, DuPage County CDC
Mike Rendina, Trine Construction Corp.

| INVITATIONS SENT: | 126 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 7 | TOTAL BID RESPONSES RECEIVED: | 3 |
### CORPORATION FILE DETAIL REPORT

<table>
<thead>
<tr>
<th>File Number</th>
<th>50234304</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>MARTAM CONSTRUCTION, INC.</td>
</tr>
<tr>
<td>Status</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>Entity Type</td>
<td>CORPORATION</td>
</tr>
<tr>
<td>Type of Corp</td>
<td>DOMESTIC BCA</td>
</tr>
<tr>
<td>Incorporation Date (Domestic)</td>
<td>05/07/1973</td>
</tr>
<tr>
<td>State</td>
<td>ILLINOIS</td>
</tr>
<tr>
<td>Agent Name</td>
<td>ROBERT KUTROVATZ</td>
</tr>
<tr>
<td>Agent Change Date</td>
<td>03/13/2012</td>
</tr>
<tr>
<td>Agent Street Address</td>
<td>1200 GASKET DR</td>
</tr>
<tr>
<td>President Name &amp; Address</td>
<td>ROBERT KUTROVATZ 39W643 HENRY DAVID THOREAU ST CHARLES 60175</td>
</tr>
<tr>
<td>Agent City</td>
<td>ELGIN</td>
</tr>
<tr>
<td>Secretary Name &amp; Address</td>
<td>JERRY KUTROVATZ 1343 FARGO BLVD GENEVA 60134</td>
</tr>
<tr>
<td>Agent Zip</td>
<td>60120</td>
</tr>
<tr>
<td>Duration Date</td>
<td>PERPETUAL</td>
</tr>
<tr>
<td>Old Corp Name</td>
<td>04/27/2011 - MARTAM CONSTRUCTION INCORPORATED</td>
</tr>
</tbody>
</table>

**Return to the Search Screen**

**Purchase Certificate of Good Standing**

(One Certificate per Transaction)

### OTHER SERVICES

- File Annual Report
- Adopting Assumed Name
- Articles of Amendment Effecting A Name Change
- Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

https://www.ilsos.gov/corporateLLC/CorporateLLCController

7/17/2017
NOTICE TO PROCEED

September 8, 2017

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

SUBJECT: BID #17-133-DT, LIBERTY PARK DRAINAGE SYSTEM IMPROVEMENTS

Dear Mr. Kutrovatz:

You are hereby notified to commence the work in accordance with the Agreement dated September 8, 2017.

The date of final completion of all the work shall be as specified in the contract documents.

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

Thanks you!

Sincerely,
Debby Thompson
Debby Thompson, CPPB
Interim Procurement Officer
NOTICE OF AWARD

August 9, 2017

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

SUBJECT: BID #17-133-DT, LIBERTY PARK DRAINAGE SYSTEM IMPROVEMENTS

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 June 20, 2017.

You are hereby notified that your Bid in the amount of $726,711.00 was accepted by the DuPage County Board at their meeting of August 8, 2017.

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 and Policy Endorsements evidencing specific coverages 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:

Martam Construction, Inc.

(Name of Firm)

this 9th day of August 2017.

By: [Redacted]

Title: [Redacted]
DuPage County, Illinois
Agreement

Project Name: Liberty Park Drainage System Improvements, Bid #17-133-DT

This Agreement, made this 9th day of August, 2017, by and between DuPage County, Illinois, hereinafter called “County” or “Owner” and Martam 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 8th day of August, 2017, 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, undertakings 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: Seven Hundred Twenty Six Thousand Seven Hundred Eleven Dollars and 00 Cents $726,711.00
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 May 31, 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.

Contractor Name: Martan Construction, Inc.

By: ___________________________ (Signature of Officer)

Title: President

Date: 8-9-17

Subscribed and Sworn to before me this 9th day of August, AD, 2017

(Notary Public)

My Commission Expires 12/22/19

County of DuPage, Illinois

By: ___________________________ Date: 9-8-17

Interim Procurement Officer

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 placed 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.
COUNTY OF DuPAGE, ILLINOIS
BID # 17-133-DT
LIBERTY PARK DRAINAGE SYSTEM IMPROVEMENTS
BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder: Morton Construction, Inc.
Main Business Address: 1200 Gilder Dr.
City, State, Zip Code: Elgin, IL 60120
Telephone Number: 847-608-6800
Email Address: jerry@mortconst.com
Bid Contact Person: Jerry Kukucza

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

☐ the Owner/Sole Proprietor   ☐ a Member of the Partnership
☐ an Officer of the Corporation
☐ 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:

Robert Kukucza (President or Partner)
Jerry Kukucza (Secretary or Partner)
Cindy Holland (Vice-President 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. 1, 2, 3, and 4 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 and 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.
### BASE BID

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>20100210</td>
<td>TREE REMOVAL (OVER 15 UNITS DIAMETER)</td>
<td>UNIT</td>
<td>128</td>
<td>44.00</td>
<td>5,632.00</td>
</tr>
<tr>
<td>20200100</td>
<td>EARTH EXCAVATION</td>
<td>CU YD</td>
<td>279</td>
<td>41.00</td>
<td>11,479.00</td>
</tr>
<tr>
<td>20800150</td>
<td>TRENCH BACKFILL</td>
<td>CU YD</td>
<td>61</td>
<td>63.00</td>
<td>3,853.00</td>
</tr>
<tr>
<td>25000300</td>
<td>SEEDING, CLASS 3</td>
<td>ACRE</td>
<td>0.2</td>
<td>25,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>25100630</td>
<td>EROSION CONTROL BLANKET</td>
<td>SQ YD</td>
<td>794</td>
<td>4.00</td>
<td>3,176.00</td>
</tr>
<tr>
<td>25200110</td>
<td>SODDING, SALT TOLERANT</td>
<td>SQ YD</td>
<td>50</td>
<td>20.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>28000400</td>
<td>PERIMETER EROSION BARRIER</td>
<td>FOOT</td>
<td>458</td>
<td>3.00</td>
<td>1,374.00</td>
</tr>
<tr>
<td>28000510</td>
<td>INLET FILTERS</td>
<td>EACH</td>
<td>5</td>
<td>175.00</td>
<td>875.00</td>
</tr>
<tr>
<td>28100107</td>
<td>STONE RIPRAPP, CLASS A4</td>
<td>SQ YD</td>
<td>12</td>
<td>122.00</td>
<td>1,464.00</td>
</tr>
<tr>
<td>28200200</td>
<td>FILTER FABRIC</td>
<td>SQ YD</td>
<td>12</td>
<td>24.00</td>
<td>288.00</td>
</tr>
<tr>
<td>35101800</td>
<td>AGGREGATE BASE COURSE, TYPE B 6&quot;</td>
<td>SQ YD</td>
<td>67</td>
<td>14.00</td>
<td>938.00</td>
</tr>
<tr>
<td>35102000</td>
<td>AGGREGATE BASE COURSE, TYPE B 8&quot;</td>
<td>SQ YD</td>
<td>19</td>
<td>18.00</td>
<td>342.00</td>
</tr>
<tr>
<td>40600290</td>
<td>BITUMINOUS MATERIALS (TACK COAT)</td>
<td>POUND</td>
<td>20</td>
<td>100.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>40603080</td>
<td>HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50</td>
<td>TON</td>
<td>15</td>
<td>157.00</td>
<td>2,355.00</td>
</tr>
<tr>
<td>40603335</td>
<td>HOT-MIX ASPHALT SURFACE COURSE, MIX &quot;D&quot;, N50</td>
<td>TON</td>
<td>8</td>
<td>241.00</td>
<td>1,928.00</td>
</tr>
<tr>
<td>42400200</td>
<td>PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH</td>
<td>SQ FT</td>
<td>75</td>
<td>12.00</td>
<td>900.00</td>
</tr>
<tr>
<td>44000100</td>
<td>PAVEMENT REMOVAL</td>
<td>SQ YD</td>
<td>19</td>
<td>44.00</td>
<td>834.00</td>
</tr>
<tr>
<td>44000200</td>
<td>DRIVEWAY PAVEMENT REMOVAL</td>
<td>SQ YD</td>
<td>14</td>
<td>31.00</td>
<td>434.00</td>
</tr>
<tr>
<td>44000500</td>
<td>COMBINATION CURB AND GUTTER REMOVAL</td>
<td>FOOT</td>
<td>39</td>
<td>16.00</td>
<td>624.00</td>
</tr>
<tr>
<td>44000600</td>
<td>SIDEWALK REMOVAL</td>
<td>SQ FT</td>
<td>75</td>
<td>3.00</td>
<td>225.00</td>
</tr>
<tr>
<td>54213655</td>
<td>PRECAST REINFORCED CONCRETE FLARED END SECTIONS 10&quot;</td>
<td>EACH</td>
<td>1</td>
<td>827.00</td>
<td>827.00</td>
</tr>
<tr>
<td>550A0070</td>
<td>STORM SEWERS, CLASS A, TYPE 1 15&quot;</td>
<td>FOOT</td>
<td>10</td>
<td>914.00</td>
<td>9,140.00</td>
</tr>
<tr>
<td>550B0040</td>
<td>STORM SEWERS, CLASS B, TYPE 1 10&quot;</td>
<td>FOOT</td>
<td>27</td>
<td>88.00</td>
<td>2,376.00</td>
</tr>
<tr>
<td>55100400</td>
<td>STORM SEWER REMOVAL 10&quot;</td>
<td>FOOT</td>
<td>10</td>
<td>15.00</td>
<td>150.00</td>
</tr>
<tr>
<td>60218400</td>
<td>MANHOLES, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID</td>
<td>EACH</td>
<td>3</td>
<td>14,810.00</td>
<td>44,430.00</td>
</tr>
<tr>
<td>60250200</td>
<td>CATCH BASINS TO BE ADJUSTED</td>
<td>EACH</td>
<td>2</td>
<td>145.00</td>
<td>290.00</td>
</tr>
<tr>
<td>60603800</td>
<td>COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12</td>
<td>FOOT</td>
<td>39</td>
<td>44.00</td>
<td>1,716.00</td>
</tr>
<tr>
<td>67100100</td>
<td>MOBILIZATION</td>
<td>LSUM</td>
<td>1</td>
<td>11,800.00</td>
<td>11,800.00</td>
</tr>
<tr>
<td>72000100</td>
<td>SIGN PANEL - TYPE 1</td>
<td>SQ FT</td>
<td>8</td>
<td>72.00</td>
<td>576.00</td>
</tr>
<tr>
<td>72900200</td>
<td>METAL POST - TYPE B</td>
<td>FOOT</td>
<td>25</td>
<td>20.00</td>
<td>500.00</td>
</tr>
<tr>
<td>X7010216</td>
<td>TRAFFIC CONTROL AND PROTECTION, (SPECIAL)</td>
<td>LSUM</td>
<td>1</td>
<td>55,000.00</td>
<td>55,000.00</td>
</tr>
<tr>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td>------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION LAYOUT</td>
<td></td>
<td>1</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td></td>
</tr>
<tr>
<td>CONCRETE EQUIPMENT PAD</td>
<td>LSUM</td>
<td>1</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
<td></td>
</tr>
<tr>
<td>LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES</td>
<td>LSUM</td>
<td>1</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
<td></td>
</tr>
<tr>
<td>RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS</td>
<td>LSUM</td>
<td>1</td>
<td>$28,200.00</td>
<td>$28,200.00</td>
<td></td>
</tr>
<tr>
<td>ELECTRICAL SERVICE CONDUIT IN TRENCH 2&quot; SCH 40 PVC</td>
<td>LF</td>
<td>300</td>
<td>$1.00</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>ELECTRICAL SERVICE CABLE IN CONDUIT 4/C #2 XLP TYPE USE</td>
<td>LF</td>
<td>300</td>
<td>$1.00</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>METER FITTING</td>
<td>LSUM</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>COM ED PRIMARY CONDUITS IN TRNCH, 4&quot; SCH 40 PVC</td>
<td>FOOT</td>
<td>1,200</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>PUMP CONTROL PANEL</td>
<td>LSUM</td>
<td>1</td>
<td>$14,000.00</td>
<td>$14,000.00</td>
<td></td>
</tr>
<tr>
<td>REMOTE TRANSUDER</td>
<td>LSUM</td>
<td>1</td>
<td>$750.00</td>
<td>$750.00</td>
<td></td>
</tr>
<tr>
<td>ENGINE GENERATOR</td>
<td>LSUM</td>
<td>1</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td></td>
</tr>
<tr>
<td>GAS SERVICE PIPING AND REGULATOR TO GENERATOR</td>
<td>LSUM</td>
<td>1</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
<td></td>
</tr>
<tr>
<td>AUTOMATIC TRANSFER SWITCH</td>
<td>LSUM</td>
<td>1</td>
<td>$4,350.00</td>
<td>$4,350.00</td>
<td></td>
</tr>
<tr>
<td>DIP PUMP DISCHARGE PIPING AND VALVES</td>
<td>LSUM</td>
<td>1</td>
<td>$51,000.00</td>
<td>$51,000.00</td>
<td></td>
</tr>
<tr>
<td>ELASTOMERIC INLINE CHECK VALVE, 10&quot;</td>
<td>EACH</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>STORMWATER PUMPS AND ACCESSORIES (39TH AND GRANT)</td>
<td>LSUM</td>
<td>1</td>
<td>$85,000.00</td>
<td>$85,000.00</td>
<td></td>
</tr>
<tr>
<td>STORMWATER PUMPS AND ACCESSORIES (WASHINGTON ST.)</td>
<td>LSUM</td>
<td>1</td>
<td>$74,000.00</td>
<td>$74,000.00</td>
<td></td>
</tr>
<tr>
<td>18&quot; RCP INTAKE CULVERT TO WET WELL</td>
<td>LF</td>
<td>110</td>
<td>$86.00</td>
<td>$9,460.00</td>
<td></td>
</tr>
<tr>
<td>18&quot; RCP FES</td>
<td>LSUM</td>
<td>1</td>
<td>$1,610.00</td>
<td>$1,610.00</td>
<td></td>
</tr>
<tr>
<td>CONCRETE COLLAR</td>
<td>EACH</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>GAS SERVICE PIPING AND REGULATOR TO GENERATOR</td>
<td>LSUM</td>
<td>1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
<td></td>
</tr>
<tr>
<td>INLETS, TYPE A, SPECIAL FRAME</td>
<td>EACH</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>PUMP STATION WET WELL, 6 FT. DIAMETER</td>
<td>LSUM</td>
<td>1</td>
<td>$32,000.00</td>
<td>$32,000.00</td>
<td></td>
</tr>
<tr>
<td>PLUG STORM SEWER</td>
<td>EACH</td>
<td>2</td>
<td>$570.00</td>
<td>$1,140.00</td>
<td></td>
</tr>
<tr>
<td>RECORD DRAWINGS</td>
<td>LSUM</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>STORM SEWER, DIRECTIONALLY BORED, 16&quot;</td>
<td>FOOT</td>
<td>572</td>
<td>$31.00</td>
<td>$17,812.00</td>
<td></td>
</tr>
<tr>
<td>STORM SEWER, DIRECTIONALLY BORED, 6&quot;</td>
<td>FOOT</td>
<td>380</td>
<td>$91.00</td>
<td>$34,580.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL BASE BID:</td>
<td></td>
<td></td>
<td>$911,711.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTINGENCY:</td>
<td></td>
<td></td>
<td>$15,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL BASE BID &amp; CONTINGENCY:</td>
<td></td>
<td></td>
<td>$926,711.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF DuPAGE, ILLINOIS
BID # 17-133-DT
LIBERTY PARK DRAINAGE SYSTEM 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 #17-133-DT as follows:

Bid Prices:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BASE BID PRICE:</td>
<td>$ 711,711.00</td>
</tr>
<tr>
<td>*CONTINGENCY:</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>TOTAL BASE BID PRICE + CONTINGENCY=</td>
<td>$ 726,711.00</td>
</tr>
</tbody>
</table>

TOTAL BASE BID PRICE + CONTINGENCY=:

$ Seven Hundred Seventy-one Thousand Seven Hundred Eleven Dollars and 00 Cents

*The County has established a Project Contingency Allowance in the amount stipulated below to be used solely at the County’s discretion to cover construction costs associated with unforeseen Project conditions. Such Project Contingency Allowance may not be utilized without the expressed written permission of the County. All work performed using the Project Contingency allowance will be compensated in accordance with Paragraph 6.054 of the Additional General Conditions using prevailing wage rates where applicable, and the labor rates provided as Part II of their Bid Form when prevailing wages rates are not applicable. Upon Project completion, monies remaining in the Project Contingency Allowance will be used to reduce the Projects Contract Price through duly executed Change Order.
COUNTY OF DuPage, ILLINOIS

BID # 17-133-DT

LIBERTY PARK DRAINAGE SYSTEM 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 by May 31, 2018.

The undersigned is aware that Federal Labor Standards and Davis Bacon 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

(X)

(Signature and Title)

CORPORATE SEAL

(if available)

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

Subscribed and Sworn to before me this 21 day of June, AD, 2017

(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
PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

Executed in Triplicate Originals

Premium Based on Final Contract Price
Bond Number: PB00264800103
Premium: $ 15,174.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That, Martam Construction, Inc. as Principal, hereinafter called Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, hereinafter called Surety, are held and firmly bound unto DuPage County Procurement Services Division as Obligee, hereinafter called Owner, in the amount of Seven Hundred Twenty Six Thousand Seven Hundred Eleven Dollars and 00/100 DOLLARS ($726,711.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated August 9, 2017, entered into a contract with Owner for Liberty Park Drainage System Improvements.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

THE Surety hereby waives notice of any alteration or extension of time made by the Owner.

WHENEVER, Principal shall be, and declared by Owner to be in default under the contract, the Owner having performed Owner’s Obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; including other costs and damages for which the Surety may be liable hereunder, but not exceeding the amount set forth in the first paragraph hereof. The term “balance of the contract price” as used in the paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of Two (2) years from the date on which final payment under the contract falls due. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED, SEALED, DATED: August 10, 2017

Martam Construction, Inc.

By: Robert Kutrovatz President

Philadelphia Indemnity Insurance Company

By: Harold G Miller Jr

DIRECT CORRESPONDENCE TO:
Philadelphia Indemnity Insurance, ATTN: Surety Division, P.O. Box 3838, Bala Cynwyd, PA 19004

Performance Bond – 11-09
PAYMENT BOND

Bond Number: PB0C284800103

KNOW ALL MEN BY THESE PRESENTS: That Martam Construction, Inc. as Principal, hereinafter called Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto DuPage County Procurement Services Division as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter defined, in the amount of Seven Hundred Twenty Six Thousand Seven Hundred Eleven Dollars and _______ Dollars ($726,711.00) for the payment whereof Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for the labor, materials and equipment furnished for use in the performance of that certain Construction Contract dated August 9, 2017 with Owner for:

Liberty Park Drainage System Improvements

which is incorporated herein by reference.

With respect to the Owner, this obligation shall be null and void if the Principal:

1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and;

2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Principal and the Surety any claims, demands, liens or suits and provided there is no Owner Default.

With respect to Claimants, this obligation shall be null and void if the Principal:

1. Promptly makes payment, directly or indirectly, for all sums due. (A claimant is defined as an individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the performance of the Contract.)

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

By the Principal furnishing and the Owner accepting this Bond, they agree that all funds earned by the Principal in the performance of the Construction Contract are dedicated to satisfy obligations of the Principal and the Surety under this Bond.

The Surety shall not be liable to the Owner, Claimants or others for obligations of the Principal that are unrelated to the Construction Contract.

If any suit or action is brought by any claimant under this bond, jurisdiction shall be in the County or Political Subdivision in which the project is situated.

No suit or action shall be commenced by a claimant under this Bond after the expiration of one year from the date 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.

SIGNED, SEALED, DATED: August 10, 2017

Martam Construction, Inc.

By: [Signature]

President

By: [Signature]

[Name]

Philadelphia Indemnity Insurance Company

DIRECT CORRESPONDENCE TO:
Philadelphia Indemnity Insurance Company, ATTN: Surety Division, P.O. Box 3636, Bala Cynwyd, PA 19004

Payment Bond -11-09
State of Illinois
County of Cook

I, Jennifer Ann De Leon, Notary Public 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 Rolling Meadows in said County, this 10th day of August, 2017.

Notary Public

Jennifer Ann De Leon
My Commission expires: 01/06/2020
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0900

Power of Attorney

Surety Bond Number: PB00264800103
Principal: Martman Construction, Inc.
Obligee: DuPage County Procurement Services Division

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 on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the the President or any Vice President of the Company; (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 14TH DAY OF NOVEMBER, 2016.

(Seal)

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

On this 14th day of November, 2016, 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: January 8, 2018

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

I, Edward Sayago, 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 14th day of November, 2016 are 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 10th day of August, 2017.

Edward Sayago
PHILADELPHIA INDEMNITY INSURANCE COMPANY
CERTIFICATE OF LIABILITY INSURANCE

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

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

INSURED
Martam Construction, Inc.
1200 Gasket Dr
Elgin IL 60120-7505

PRODUCER
Hylant - Chicago
300 S. Wacker Dr., Ste 650
Chicago IL 60606

INSURER(S) AFFORDING COVERAGE NMC #
INSURER A: Phoenix Insurance Company 25623
INSURER B: Travelers Prop Cas Co of Amer 25674
INSURER C: Starr Indemnity & Liability Co 38318
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGE
CERTIFICATE NUMBER: 423480448

COVERAGE:
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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDRESSES</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>CO-56085502</td>
<td>12/31/2016</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td>12/31/2017</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Each occurrence)</td>
<td>0,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FIRST OCCUR</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMP &amp; ACCIDENT</td>
<td>2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>CAP-58086527</td>
<td>12/31/2016</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td>12/31/2017</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NONOWNED AUTOS</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AUTOS ONLY</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CUP-56085450</td>
<td>12/31/2016</td>
<td>10,000,000</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIMIT</td>
<td>CLAIMS-MADE</td>
<td>12/31/2017</td>
<td>10,000,000</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y/N/A</td>
<td>UL-6G152351</td>
<td>12/31/2016</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>EXCESS UMBRELLA</td>
<td>1000023295</td>
<td>12/31/2016</td>
<td>12/31/2017</td>
<td>15,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Job: Liberty Park Drainage System Improvements BID # 17-133-DT

The following are shown as additional insured with respect to General Liability and Automobile Liability coverage as evidenced herein as required by written contract with respect to the work performed by the named insured.

County of DuPage, its officers and employees

CERTIFICATE HOLDER

County of DuPage
421 N. County Farm Rd
Weston IL 60157
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.

AUTHORIZED REPRESENTATIVE

© 1998-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

"ANY PERSON PERSON OR ORGANIZATION
THAT YOU ARE REQUIRED TO INCLUDE AS
AN ADDITIONAL INSURED ON THE COVERAGE
FORM IN A WRITTEN CONTRACT OR
AGREEMENT THAT IS SIGNED AND
EXECUTED BY YOU BEFORE THE "BODILY
INJURY" OR "PROPERTY DAMAGE" OCCURS
AND THAT IS IN EFFECT DURING THIS
POLICY PERIOD."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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 the 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. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or at the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF Deductible – Glass
The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property
We will pay up to $400 for "loss" to wearing-apparel and other personal property which is:

   (1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS
The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
   b. The airbags are not covered under any warranty; and
   c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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"; or

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 – COVERAGES 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 – COVERAGES 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 – COVERAGES – 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 – COMMERICAL GENERAL LIABILITY CONDITIONS:

   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 services", 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:

4. 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 organization. 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 Declara-
   tions is a Named Insured if you maintain an own-
   ership interest of more than 50% in such subsi-
   diary 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 subsi-
   diary.
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) If 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 6., 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 rights of cancellation 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:
COMMERCIAL GENERAL LIABILITY

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

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

1. Such “insured” is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

© Insurance Services Office, Inc., 2016
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 orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess 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 contract 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 council, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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 bid and shall update such disclosure with any changes that may occur.

<table>
<thead>
<tr>
<th>Line</th>
<th>Lobbyists, Agents and Representatives and 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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 that I have read and understand these requirements.

Authorized Sign: [Signature]
Printed Name: [Name]
Title: [Title]
Date: [Date]

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
Form W-9 (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.

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

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   □ Individual sole proprietor
   □ LLC Corporation
   □ S Corporation
   □ Partnership
   □ Trust/estate
   □ Limited liability company. Enter the tax classification (LLC, corporation, etc.) on line above.
   □ Other (see instructions)

4. Exemption codes apply to certain entities, not individuals. See instructions on page 3.
   □ Exempt payee (if any)
   □ Exemption from FATCA reporting (if any)
   □ Other (see instructions)

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

6. City, state, and Zip code

7. Requester’s name and address (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 2. 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 2.

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

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 waiting 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. You must check item 2 above if you have not 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 interest paid, acquisition or abandonment of property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

General
Signature of person authorized to sign in box "Signature of U.S. person". Sign here.

Purpose of Form
An individual or entity (or 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 employee identification number (EIN) to report 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 1040-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (broker or mutual fund sales and certain other transactions by brokers)
- Form 1099-C (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Cat. No. 10031X
Form W-9 (Rev. 12-2014)

Bid #17-133-DT - LIBERTY PARK DRAINAGE SYSTEM IMPROVEMENTS - Page 44
Requisition 25k and over
SM-P-0233-17

AWARDING RESOLUTION
ISSUED TO MARTAM CONSTRUCTION
FOR THE CONSTRUCTION OF THE LIBERTY PARK
DRAINAGE SYSTEM IMPROVEMENTS PROJECT
(CONTRACT AMOUNT $726,711.00)

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, to furnish all equipment, labor, material, tools and supervision necessary for the construction of drainage improvements associated with the Liberty Park Drainage System Improvements Project for the period of September 1, 2017 to November 30, 2019, for a contract total amount of $726,711.00.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for the construction of drainage improvements associated with the Liberty Park Drainage System Improvements Project, for the period of September 1, 2017 to November 30, 2019, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Martam Construction, 1200 Gasket Drive, Elgin, IL 60120 for the total contract amount not to exceed $726,711.00 per lowest responsible Bid # 17-133-DT.

Enacted and approved this 8th day of August, 2017 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK