PROPOSAL SUBMITTED BY
Schroeder & Schroeder Inc.
Contractor's Name
7306 Central Park
Street
Skokie IL 60076
City State Zip Code

STATE OF ILLINOIS
COUNTY Cook
Village of Skokie
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE 2016 New Sidewalk Program
SECTION NO. SW17.2
TYPES OF FUNDS Local

☑ SPECIFICATIONS (required) ☑ PLANS (required) ☑ CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed
☑ Mayor President of Board of Trustees ☐ Municipal Official

Date 9/19/16

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date
1. THIS AGREEMENT, made and concluded the 19th day of September, 2016, between the Village of Skokie acting by and through its Mayor & Board of Trustees known as the party of the first part, and Schroeder & Schroeder Inc. known as the party of the second part.

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

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section SW17.2, approved by the Illinois Department of Transportation on Date, are essential documents of this contract and are a part hereof.

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

Attest:  

Secretary

Printed 9/19/2016
NOTICE TO BIDDERS

Sealed proposals for the improvement described below will be received at the office of the Purchasing Agent, Village of Skokie 5127 Oakton Street, Skokie, IL 60077 until 11:00 AM on August 25, 2015.

Sealed proposals will be opened and read publicly at the office of the Purchasing Agent, Village of Skokie 5127 Oakton Street, Skokie, IL 60077 at 11:00 AM on August 25, 2015.

DESCRIPTION OF WORK

Name: 2016 New Sidewalk Program
Length: N/A feet (N/A miles)
Location: Various locations within the Village of Skokie.
Proposed Improvement: 5" Sidewalk Installation, Earth Excavation, Intermittent Curb and Gutter Removal and Replacement, Bituminous Repairs and Restoration, Replacement of Existing Sidewalk, Tree Trimming, and Tree Removal.

1. Plans and proposal forms will be available in the office of the Purchasing Agent, Village of Skokie, 5127 Oakton Street, Skokie IL 60077.

2. [ ] Prequalification
   If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLR Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. BLR 12200: Local Public Agency Formal Contract Proposal
   b. BLR 12200a Schedule of Prices
   c. BLR 12230: Proposal Bid Bond (if applicable)
   d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
   e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Printed 8/11/2016
400525v6
BLR 12200 (Rev. 01/08/14)
PROPOSAL

1. Proposal of SCHROEDER & SCHROEDER, INC.

7306 CENTRAL PARK, SKOKIE, IL 60076

for the improvement of the above section by the construction of

5" Sidewalk Installation, Earth Excavation, Intermittent Curb and Gutter Removal and Replacement,

Bituminous Repairs and Restoration, Replacement of Existing Sidewalk, Tree Trimming, and Tree Removal.

a total distance of n/a feet, of which a distance of n/a feet, (n/a miles) are to be improved.

2. The plans for the proposed work are those prepared by and approved by the Department of Transportation on

The Engineering Division, Department of Public Works, Skokie, IL

3. The specifications referred to therein are those prepared by the Department of Transportation and designated as

"Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 20 working days or by

unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Treasurer of

The amount of the check is 5% Bid Bond

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number

8. The successful bidder at the time of execution of the contract be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
## Illinois Department of Transportation

### Schedule of Prices

**County:** Cook  
**Local Public Agency:** Skokie  
**Section:** SW17.2  
**Route:** Various

### Schedule for Multiple Bids

<table>
<thead>
<tr>
<th>Combinator Letter</th>
<th>Sections Included in Combinations</th>
<th>Total</th>
</tr>
</thead>
</table>

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

**Bidder's Proposal for making Entire Improvements**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tree Removal (6 to 15 units Diameter)</td>
<td>UNIT</td>
<td>20</td>
<td>50.00</td>
<td>1,000.00</td>
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<tr>
<td>2</td>
<td>Earth Excavation</td>
<td>CU YD</td>
<td>243</td>
<td>32.00</td>
<td>7,776.00</td>
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<tr>
<td>3</td>
<td>Sidewalk Removal</td>
<td>SQ FT</td>
<td>250</td>
<td>1.00</td>
<td>250.00</td>
</tr>
<tr>
<td>4</td>
<td>Sodding, Special</td>
<td>SQ YD</td>
<td>833</td>
<td>12.50</td>
<td>10,412.50</td>
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<tr>
<td>5</td>
<td>P.C.C. Sidewalk, 5-inch, Special</td>
<td>SQ FT</td>
<td>9370</td>
<td>7.00</td>
<td>65,590.00</td>
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<tr>
<td>6</td>
<td>Frames and Grates to be Adjusted</td>
<td>EACH</td>
<td>5</td>
<td>375.00</td>
<td>1,875.00</td>
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<tr>
<td>7</td>
<td>Frames and Lids to be Adjusted</td>
<td>EACH</td>
<td>1</td>
<td>350.00</td>
<td>350.00</td>
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<tr>
<td>8</td>
<td>Detectable Warnings, Special</td>
<td>SQ FT</td>
<td>180</td>
<td>37.50</td>
<td>6,750.00</td>
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<td>9</td>
<td>Combination Curb &amp; Gutter Removal, Special</td>
<td>FOOT</td>
<td>308</td>
<td>5.00</td>
<td>1,540.00</td>
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<tr>
<td>10</td>
<td>Combination Concrete Curb &amp; Gutter TY B-V.12, Special</td>
<td>FOOT</td>
<td>308</td>
<td>85.00</td>
<td>7,700.00</td>
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<tr>
<td>11</td>
<td>Driveway Pavement Removal</td>
<td>SQ YD</td>
<td>34</td>
<td>13.00</td>
<td>409.00</td>
</tr>
<tr>
<td>12</td>
<td>P.C.C. Driveway Pavement, 7”</td>
<td>SQ YD</td>
<td>34</td>
<td>63.00</td>
<td>2,142.00</td>
</tr>
<tr>
<td>13</td>
<td>Incidental Hot-Mix Surfacing</td>
<td>TON</td>
<td>27</td>
<td>200.00</td>
<td>5,400.00</td>
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<tr>
<td>14</td>
<td>Incidental Hot-Mix Asphalt Pavement Removal</td>
<td>SQ YD</td>
<td>154</td>
<td>9.00</td>
<td>1,386.00</td>
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<tr>
<td>15</td>
<td>Thermoplastic Pavement Marking - Line, 4”</td>
<td>FOOT</td>
<td>200</td>
<td>6.50</td>
<td>1,300.00</td>
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<tr>
<td>16</td>
<td>Traffic Control and Protection, Std. 701501</td>
<td>L SUM</td>
<td>1</td>
<td>3,750.00</td>
<td>3,750.00</td>
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<tr>
<td>17</td>
<td>Traffic Control and Protection, Std. 701801</td>
<td>L SUM</td>
<td>1</td>
<td>1,250.00</td>
<td>1,250.00</td>
</tr>
</tbody>
</table>

**Bidder's proposal for making entire improvements – TOTAL $118,879.50**
CONTRACTOR CERTIFICATIONS

County  Cook
Local Public Agency  Skokie
Section Number  SW17.2
Route  Various

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible agent of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.
## SIGNATURES

(If an individual)

<table>
<thead>
<tr>
<th>County</th>
<th>Cook</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Public Agency</td>
<td>Skokie</td>
</tr>
<tr>
<td>Section Number</td>
<td>SW17.2</td>
</tr>
<tr>
<td>Route</td>
<td>Various</td>
</tr>
</tbody>
</table>

**Signature of Bidder**

**Business Address**

(If a partnership)

**Firm Name**

**Signed By**

**Business Address**

Inset Names and Addressed of All Partners

(If a corporation)

**Corporate Name** Schroeder and Schroeder Inc.

**Signed By** Chris Schroeder  
President

**Business Address** 7306 Central Park  
Skokie, IL 60076

Inset Names of Officers

**President** Chris Schroeder

**Secretary** Mary Brount

**Treasurer** Joe Virabel

Signed:

Mary Brount  
Secretary

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400525v6

BLR 12200 (Rev 01/08/14)
### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antioch</td>
<td></td>
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<tr>
<td>Northfield</td>
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<tr>
<td>Morton Grove</td>
<td></td>
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<tr>
<td>Schaumburg</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Round Lake</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Completion Date</td>
<td>Summer 2016</td>
<td>Summer 2016</td>
<td>Summer 2016</td>
<td>Summer 2016</td>
<td>Summer 2016</td>
</tr>
<tr>
<td>Total Contract Price</td>
<td>135,792.00</td>
<td>59,640.00</td>
<td>1,323,526.00</td>
<td>355,645.50</td>
<td>53,884.75</td>
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<tr>
<td>Uncompleted Dollar Value if Firm is the Prime Contractor</td>
<td>931,189.00</td>
<td>53,884.75</td>
<td>985,073.75</td>
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<td></td>
</tr>
<tr>
<td>Uncompleted Dollar Value if Firm is the Subcontractor</td>
<td>135,792.00</td>
<td>59,640.00</td>
<td>355,645.50</td>
<td>551,077.50</td>
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<tr>
<td>Total Value of All Work</td>
<td>1,538,151.25</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work or each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

<table>
<thead>
<tr>
<th>Task</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Accumulated Totals</th>
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</thead>
<tbody>
<tr>
<td>Earthwork</td>
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<tr>
<td>Portland Cement Concrete Paving</td>
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<tr>
<td>HMA Plant Mix</td>
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<tr>
<td>Paving</td>
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<tr>
<td>Clean &amp; Seal Cracks/Joints</td>
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<tr>
<td>Aggregate Bases &amp; Surfaces</td>
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<td>Highway, R.R. and Waterway Structures</td>
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<td>Drainage</td>
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<td>35,573.00</td>
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<tr>
<td>Electrical</td>
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<td></td>
<td>35,573.00</td>
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<tr>
<td>Cover and Seal Coats</td>
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<tr>
<td>Concrete Construction</td>
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<td>59,640.00</td>
<td>1,137,951.00</td>
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<td>Fencing</td>
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<td>Painting</td>
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<tr>
<td>Signaling</td>
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<td>Cold Milling, Planning &amp; Rotomilling</td>
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<td>Demolition</td>
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<tr>
<td>Pavement Markings (Paint)</td>
<td>0.00</td>
<td></td>
<td></td>
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<td>0.00</td>
</tr>
<tr>
<td>Other Construction (List)</td>
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<tr>
<td>Totals</td>
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<td>59,640.00</td>
<td>1,323,526.00</td>
<td>355,645.90</td>
<td>53,884.75</td>
</tr>
</tbody>
</table>

(Disclaimer: The Last of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.)
### Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Type of Work</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>Awards Pending</th>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**Total Uncompleted:**

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Total</th>
<th>0.00</th>
<th>0.00</th>
<th>160,000.00</th>
<th>0.00</th>
<th>0.00</th>
</tr>
</thead>
</table>

1. Being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this 25th day of **AUGUST**, 2016.

[Notary Public]

My commission expires: 4/15/20

Type or Print Name: **CHRIS SCHROEDER**  
Title: **PRESIDENT**

Signed: **[Signature]**

Company: **SCHROEDER SCHROEDER INC.**

Address: **1301 CENTRAL PARK AV**

SKOKIE, IL 60076

---

**OFFICIAL SEAL**

MARY L. BROUN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/15/2020
**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois  62764

---

**Part I. Work Under Contract**

List below all work you have under contract to either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Contract With</th>
<th>Estimated Completion Date</th>
<th>Total Contract Price</th>
<th>Uncompleted Dollar Value if Firm is the Prime Contractor</th>
<th>Uncompleted Dollar Value if Firm is the Subcontractor</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Arl Hts PD</td>
<td>Summer 2016</td>
<td>92,603.50</td>
<td>92,603.50</td>
<td>92,603.50</td>
<td>1,738,749.75</td>
</tr>
<tr>
<td>6</td>
<td>Bellwood</td>
<td>Summer 2016</td>
<td>119,642.50</td>
<td>119,642.50</td>
<td>119,642.50</td>
<td>551,077.50</td>
</tr>
<tr>
<td>7</td>
<td>Evanston</td>
<td>Summer 2016</td>
<td>200,640.00</td>
<td>200,640.00</td>
<td>200,640.00</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Franklin Park</td>
<td>Summer 2016</td>
<td>340,790.00</td>
<td>340,790.00</td>
<td>340,790.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Accumulated Totals</td>
<td>1,738,749.75</td>
<td>2,289,827.25</td>
</tr>
</tbody>
</table>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Accumulated Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork</td>
<td>0.00</td>
</tr>
<tr>
<td>Portland Cement Concrete Paving</td>
<td>0.00</td>
</tr>
<tr>
<td>HMA Plant Mix</td>
<td>0.00</td>
</tr>
<tr>
<td>Hot Mix Paving</td>
<td>0.00</td>
</tr>
<tr>
<td>Un &amp; Seal Cracks/Joints</td>
<td>0.00</td>
</tr>
<tr>
<td>Aggregate Bases &amp; Surfaces</td>
<td>0.00</td>
</tr>
<tr>
<td>Highway, R.R. and Waterway Structures</td>
<td>0.00</td>
</tr>
<tr>
<td>Drainage</td>
<td>35,575.00</td>
</tr>
<tr>
<td>Electrical</td>
<td>0.00</td>
</tr>
<tr>
<td>Cover and Seal Coats</td>
<td>0.00</td>
</tr>
<tr>
<td>Concrete Construction</td>
<td>92,603.50 119,642.00 200,640.00 340,790.00 2,496,588.75</td>
</tr>
<tr>
<td>Landscaping</td>
<td>159,000.00</td>
</tr>
<tr>
<td>Fencing</td>
<td>0.00</td>
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<tr>
<td>Guardrail</td>
<td>0.00</td>
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<tr>
<td>Painting</td>
<td>0.00</td>
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<tr>
<td>Signage</td>
<td>0.00</td>
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<tr>
<td>Cold Milling, Planning &amp; Retomilling</td>
<td>0.00</td>
</tr>
<tr>
<td>Demolition</td>
<td>0.00</td>
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<tr>
<td>Pavement Markings (Paint)</td>
<td>0.00</td>
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<tr>
<td>Other Construction (List)</td>
<td>0.00</td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>92,603.50 119,642.00 200,640.00 340,790.00 0.00 2,822,163.75</td>
</tr>
</tbody>
</table>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.
Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Work</td>
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<tr>
<td>Subcontract Price</td>
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<td>Amount Uncompleted</td>
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<tr>
<td>Subcontractor</td>
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<td>6</td>
<td>7</td>
<td>8</td>
<td>Awards Pending</td>
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<td>Type of Work</td>
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<td>Subcontractor</td>
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<td>Awards Pending</td>
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<td>Type of Work</td>
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<td>Subcontract Price</td>
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<tr>
<td>Subcontractor</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>Awards Pending</td>
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<tr>
<td>Type of Work</td>
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<td>Subcontract Price</td>
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<td>Amount Uncompleted</td>
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<tr>
<td>Subcontractor</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>Awards Pending</td>
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<tr>
<td>Type of Work</td>
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<td>Subcontract Price</td>
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<tr>
<td>Amount Uncompleted</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me
this 25 day of August, 2016.

Notary Public

My commission expires: 4/15/20

(Notary Seal) "OFFICIAL SEAL"
MARY L. BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/15/2020

Type or Print Name: CHRIS SCHROEDER  PRESIDENT
Signed: CHRIS SCHROEDER

Company: SCHROEDER & SCHROEDER TAXI
Address: 7306 CENTRAL PARK  SKOKIE, IL  60076
Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract With</td>
<td>Highland Park</td>
<td>Mt. Prospect</td>
<td>Oak Park</td>
<td>Wilmette</td>
<td></td>
</tr>
<tr>
<td>Estimated Completion Date</td>
<td>Summer 2016</td>
<td>Summer 2016</td>
<td>Summer 2016</td>
<td>Summer 2016</td>
<td></td>
</tr>
<tr>
<td>Total Contract Price</td>
<td>90,000.00</td>
<td>207,655.00</td>
<td>129,353.00</td>
<td>95,818.00</td>
<td></td>
</tr>
<tr>
<td>Uncompleted Dollar Value if Firm is the Prime Contractor</td>
<td>90,000.00</td>
<td>207,655.00</td>
<td>129,353.00</td>
<td>95,818.00</td>
<td></td>
</tr>
<tr>
<td>Uncompleted Dollar Value if Firm is the Subcontractor</td>
<td>551,077.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accumulated Totals</td>
<td>2,281,575.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of All Work</td>
<td>2,882,653.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

<table>
<thead>
<tr>
<th>Item</th>
<th>Accumulated Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork</td>
<td>0.00</td>
</tr>
<tr>
<td>Portland Cement-Concrete Paving</td>
<td>0.00</td>
</tr>
<tr>
<td>HMA Plant Mix</td>
<td>0.00</td>
</tr>
<tr>
<td>HMA Paving</td>
<td>0.00</td>
</tr>
<tr>
<td>Po &amp; Seal Cracks/Joints</td>
<td>0.00</td>
</tr>
<tr>
<td>Aggregate Bases &amp; Surfaces</td>
<td>0.00</td>
</tr>
<tr>
<td>Highway.R.R. &amp; Waterway Structures</td>
<td>0.00</td>
</tr>
<tr>
<td>Drainage</td>
<td>9,500.00</td>
</tr>
<tr>
<td>Electrical</td>
<td>0.00</td>
</tr>
<tr>
<td>Cover and Seal Coats</td>
<td>0.00</td>
</tr>
<tr>
<td>Concrete Construction</td>
<td>90,000.00</td>
</tr>
<tr>
<td>Landscaping</td>
<td>42,250.00</td>
</tr>
<tr>
<td>Fencing</td>
<td>0.00</td>
</tr>
<tr>
<td>Guardrail</td>
<td>0.00</td>
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<tr>
<td>Painting</td>
<td>0.00</td>
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<tr>
<td>Signage</td>
<td>0.00</td>
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<tr>
<td>Cold Milling, Planning &amp; Retomilling</td>
<td>0.00</td>
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<tr>
<td>Demolition</td>
<td>0.00</td>
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<tr>
<td>Pavement Markings (Paint)</td>
<td>0.00</td>
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<tr>
<td>Other Construction (List)</td>
<td>0.00</td>
</tr>
<tr>
<td>Totals</td>
<td>90,000.00</td>
</tr>
</tbody>
</table>

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### Part III. Work Subcontracted to Others

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<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Awards Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Work</td>
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<tr>
<td>Drainage</td>
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<tr>
<td>Subcontract Price</td>
<td>9,500.00</td>
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<tr>
<td>Amount Uncompleted</td>
<td>9,500.00</td>
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<tr>
<td>Subcontractor</td>
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<tr>
<td>Type of Work</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontract Price</td>
<td>42,250.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Uncompleted</td>
<td>42,250.00</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Subcontractor</td>
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<tr>
<td>Type of Work</td>
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<tr>
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<td>Amount Uncompleted</td>
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<td>Subcontractor</td>
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<td>Type of Work</td>
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<tr>
<td>Subcontract Price</td>
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<tr>
<td>Amount Uncompleted</td>
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<tr>
<td>Subcontractor</td>
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<tr>
<td>Type of Work</td>
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<tr>
<td>Subcontract Price</td>
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</tr>
<tr>
<td>Amount Uncompleted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Uncompleted: 0.00 51,750.00 0.00 0.00 0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this 25 day of August, 2016.

[Signature]
Notary Public

My commission expires: 4/15/20

(Notary Seal)

Type or Print Name: Chris Schroeder President
Officer or Director
Title

Signed: [Signature]

Company: Schroeder & Schroeder Inc.

Address: 1706 Central Park

[Address]

[Signature]

Printed 8/3/2016 Page 8 of 10 BC 57 (Rev. 08/17/10)
The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply and govern the construction , and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.
ADDENDA

Bidder has examined and carefully studied all the Bidding Documents and following Addenda receipt of all which is hereby acknowledged:

Addendum Date: Aug 23, 2016
Addendum Number: #1
Authorized Signature: [signature]

[Blank lines for comments or notes]
Village of Skokie
Standard Insurance Requirements for
Illinois Department Of Transportation, Motor Fuel Tax & Federal Aid Projects
(IDOT / MFT / FA Projects)

Insurance for this project shall be in accordance with Article 107.27 of the latest edition of the "Standard Specifications for Roads & Bridge Construction" prepared by the Illinois Department of Transportation and adopted by the Department on April 1, 2016 or later and the "Supplemental Specifications" in effect at the time. In addition, the following Village of Skokie requirements shall also apply:

- If contract is in excess of $150,000, contractor will provide Excess Liability - Umbrella Form:
  
  | Each Occurrence | $1,000,000 |
  | Aggregate       | $1,000,000 |

  The General Liability and Umbrella policies are both primary and non-contributory.

- The Village of Skokie shall be named as an additional insured with respect to the policies and any umbrella excess liability coverage. The Village may accept a separate owner's protective liability policy provided all coverage, limits and endorsements are in conformity with above requirements. The Village of Skokie is a Named Insured on the OCP policy.

- Contractor agrees to provide the Village of Skokie with thirty (30) days notice, in writing, of cancellation or material change.

- Contractor agrees to provide Village of Skokie with Certificates of Insurance evidencing the required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Office of the Purchasing Agent, Village of Skokie, 5127 Oakton Street, Skokie, Illinois 60077.
EMERGENCY TELEPHONE NUMBER

This provision provides that in addition to conformance to Section 107 of the Standard Specifications, the Contractor shall fill-in the space provided below with the name and telephone number of at least one (1) person from the firm that may be contacted, 24 hours a day, whenever a construction emergency arises.

In the event of such an emergency, and in such instance where the person designated below cannot be reached, the Village Public Works Department shall use Village personnel to remedy the emergency and deduct all costs incurred from the contract. A minimum deduction of $200.00 shall be made for each instance that the Village Public Works Department is required to provide emergency service as a result of the inability to make contact with the contractor’s 24-Hour emergency designee.

Ignacio Torres “Iggy”
NAME

847-344-0026
Emergency Telephone Number
VILLAGE OF SKOKIE PURCHASING DIVISION

August 23, 2016

Addendum #1

Village of Skokie New Sidewalk Program
Skokie Project SW17.2
Due Date & Time: 11:00 a.m., Thursday, August 25, 2016

Please note the following clarifications to the above-referenced contract documents:

1. Please find attached drawings detailing the work areas.

There are no other changes or clarifications at this time. Please acknowledge receipt of this addendum by signing below and submit with your bid.

[Signature]
Name

8-24-16
Date

#501572
Village of Skokie

2016 New Sidewalk Program

Location Map
Local Agency Proposal Bid Bond

RETURN WITH BID

PAPER BID BOND

WE Schroeder & Schroeder, Inc. 7306 Central Park, Skokie, IL 60076 as PRINCIPAL,

and The Ohio Casualty Insurance Company 62 Maple Avenue, Keene, NH 03431 as SURETY,

are held jointly, severally and jointly bound unto the above Local Agency (hereafter referred to as “LA”) in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA the sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the “Standard Specifications for Road and Bridge Construction” and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 25th day of August, 2016

Principal

By: (Company Name)

(Company Name)

(Signature and Title)

(Signature and Title)

(Signature and Title)

Surety

By: Josefinoo Rojo

(Signature of Affidavit.Agent)

(Insert names of individuals signing on behalf of PRINCIPAL)(SIGNED)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and

do hereby certify that Chris Schroeder

Given under my hand and notarial seal this 25th day of August, 2016

My commission expires 4-15-20

ELECTRONIC BID

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are jointly bound unto the LA under the conditions of the bid bond as shown above. (IF PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

(Date)

Page 1 of 1

BLR 12230 (Rev. 7/05)
State of Illinois
County of Cook

On this 25th day of August 2016, before me personally appeared
Josefina Rojo, known to me to be the Attorney-in-fact of
The Ohio Casualty Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.

(Seal)

(Notary Public)
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, lease, letters of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 619-432-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Josefin A. Ropo of the city of Chicago, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Schroeder & Schroeder, Inc.
Obligee Name: Village of Skokie
Surety Bond Number: Bid Bond
Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies on the corporate seals of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of November, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: __________________________
  David Mc Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized to do so, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notary Public
Teresa Pastilla
My Commission Expires March 23, 2017

By: __________________________
  Teresa Pastilla, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV — OFFICERS — Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII — Execution of Contracts — Section 3. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation — The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization — By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, when appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a true, true and certified copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seals of said Companies the 25th day of August, 2016.

By: __________________________
  Gregory W. Davenport, Assistant Secretary
CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS
Adopted April 1, 2016

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS
Adopted April 1, 2015

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BDE SPECIAL PROVISIONS
For the July 28 and September 16, 2016 Lettings

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<td>80338</td>
<td>Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching</td>
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<td>80339</td>
<td>Preferred Plastic Pavement Marking Type D - Inland</td>
<td>April 1, 2012</td>
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<td>80338</td>
<td>Progress Payments</td>
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<td>80158</td>
<td>Railroad Protective Liability Insurance (5 and 10)</td>
<td>Jan. 1, 2006</td>
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<tr>
<td>80366</td>
<td>Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)</td>
<td>Nov. 1, 2012</td>
<td>April 1, 2013</td>
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<td>80340</td>
<td>Speed Display Trailer</td>
<td>April 2, 2014</td>
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<td>80127</td>
<td>Steel Cost Adjustment</td>
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<td>July 1, 2015</td>
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<td>80362</td>
<td>Steel Stag in Trench Backfill</td>
<td>Jan. 1, 2016</td>
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<td>80366</td>
<td>Temporary Concrete Barrier</td>
<td>Jan. 1, 2013</td>
<td>July 1, 2013</td>
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<td>20338</td>
<td>Training Special Provisions</td>
<td>Oct. 15, 1975</td>
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<td>80318</td>
<td>Traverseable Pipe Grate</td>
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<td>Warm Mix Asphalt</td>
<td>Jan. 1, 2012</td>
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<td>80302</td>
<td>Weekly DBE Trucking Reports</td>
<td>June 2, 2012</td>
<td>April 2, 2015</td>
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<td>80289</td>
<td>Wet Reflective Thermoplastic Pavement Marking</td>
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<td>80701</td>
<td>Working Days</td>
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The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

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<tr>
<th>File Name</th>
<th>Special Provision Title</th>
<th>New Location</th>
<th>Effective</th>
<th>Revised</th>
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<tr>
<td>80240</td>
<td>Above Grade Inlet Protection</td>
<td>Articles 280.02, 280.04, and 1081.15</td>
<td>July 1, 2009</td>
<td>Jan. 1, 2012</td>
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<tr>
<td>80310</td>
<td>Coated Galvanized Steel Conduit</td>
<td>Article 811.03</td>
<td>Jan. 1, 2013</td>
<td>Jan. 1, 2015</td>
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<tr>
<td>80341</td>
<td>Collapsible Nonmetallic Conduit</td>
<td>Article 1088.01</td>
<td>Aug. 1, 2014</td>
<td>Jan. 1, 2015</td>
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<tr>
<td>80294</td>
<td>Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews &gt; 30 Degrees with Design Fill &gt; 5 Feet</td>
<td>Article 540.04</td>
<td>April 1, 2012</td>
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<td>80334</td>
<td>Concrete Gutter, Corb, Median, and Paved Ditch</td>
<td>Articles 606.02, 606.07, and 1062.04</td>
<td>April 1, 2014</td>
<td>Aug. 1, 2014</td>
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<td>80335</td>
<td>Contract Claims</td>
<td>Article 109.09</td>
<td>April 1, 2014</td>
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<td>English Substitution of Metric Reinforcement Bars</td>
<td>Article 508.09</td>
<td>April 1, 1996</td>
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<tr>
<td>80255</td>
<td>Friction Aggregate</td>
<td>Articles 1004.01 and 1004.03</td>
<td>Jan. 1, 2011</td>
<td>Nov. 1, 2014</td>
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<tr>
<td>80329</td>
<td>Glare Screen</td>
<td>Sections 638 and 1085</td>
<td>Jan. 1, 2014</td>
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<td>Guardrail and Barrier Wall Delineation</td>
<td>Sections 635, 725, 782, and 1097</td>
<td>Dec. 15, 1993</td>
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<td>80323</td>
<td>Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements</td>
<td>Sections 406, 1030, and 1102</td>
<td>Nov. 1, 2013</td>
<td>Nov. 1, 2014</td>
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<td>80348</td>
<td>Hot-Mix Asphalt – Prime Coat</td>
<td>Sections 403, 436, 407, 408, 1032, and 1102</td>
<td>Nov. 1, 2014</td>
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<td>80315</td>
<td>Insertion Lining of Culverts</td>
<td>Sections 543 and 1029</td>
<td>Jan. 1, 2013</td>
<td>Nov. 1, 2013</td>
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<td>80351</td>
<td>Light Tower</td>
<td>Article 1068.08</td>
<td>Jan. 1, 2015</td>
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<tr>
<td>80324</td>
<td>LRFD Pipe Culvert Burial Tables</td>
<td>Sections 542 and 1040</td>
<td>Nov. 1, 2013</td>
<td>April 1, 2015</td>
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<td>80325</td>
<td>LRFD Storm Sewer Burial Tables</td>
<td>Sections 550 and 1040</td>
<td>Nov. 1, 2013</td>
<td>April 1, 2015</td>
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<td>80337</td>
<td>Paved Shoulder Removal</td>
<td>Article 440.07</td>
<td>April 1, 2014</td>
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<tr>
<td>80254</td>
<td>Pavement Patching</td>
<td>Article 761.17</td>
<td>Jan. 1, 2010</td>
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<tr>
<td>80352</td>
<td>Pavement Striping - Symbols</td>
<td>Article 780.14</td>
<td>Jan. 1, 2015</td>
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<tr>
<td>File Name</td>
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<td>New Location</td>
<td>Effective</td>
<td>Revised</td>
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<tr>
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<tr>
<td>Chk SHI</td>
<td>Pipe Underdrains</td>
<td>Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05</td>
<td>Sept. 9, 1987</td>
<td>Jan. 1, 2007</td>
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<tr>
<td>80343</td>
<td>Precast Concrete Handhole</td>
<td>Articles 814.02, 814.03, and 1042.17</td>
<td>Aug. 1, 2014</td>
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<tr>
<td>80359</td>
<td>Retroreflective Sheeting for Highway Signs</td>
<td>Article 1091.03</td>
<td>Nov. 1, 2014</td>
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<tr>
<td>80327</td>
<td>Reinforcement Bas</td>
<td>Section 508 and Articles 421.04, 442.06, 1006.10</td>
<td>Nov. 1, 2013</td>
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<tr>
<td>80344</td>
<td>Rigid Metal Conduit</td>
<td>Article 1088.01</td>
<td>Aug. 1, 2014</td>
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<tr>
<td>80354</td>
<td>Sidewalk, Corner, or Crosswalk Closure</td>
<td>Article 1106.02</td>
<td>Jan. 1, 2015</td>
<td>April 1, 2015</td>
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<td>80301</td>
<td>Tracking the Use of Pesticides</td>
<td>Article 107.23</td>
<td>Aug. 1, 2012</td>
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<tr>
<td>80356</td>
<td>Traffic Barrier Terminals Type 6 or 6B</td>
<td>Article 631.02</td>
<td>Jan. 1, 2015</td>
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<td>80345</td>
<td>Underpass Luminaire</td>
<td>Articles 821.06 and 1067.04</td>
<td>Aug. 1, 2014</td>
<td>April 1, 2015</td>
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<td>80357</td>
<td>Urban Half Road Closure with Mountable Median</td>
<td>Articles 701.18, 701.19, and 701.20</td>
<td>Jan. 1, 2015</td>
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<td>80346</td>
<td>Waterway Obstruction Warning Luminaire</td>
<td>Article 1067.07</td>
<td>Aug. 1, 2014</td>
<td>April 1, 2015</td>
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</tbody>
</table>

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DSE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days
State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2001
Revised: January 1, 2014

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 102.01 of the Standard Specifications with the following:

"Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

(a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
(b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
(c) False information provided on a bidder's "Affidavit of Availability".
(d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
(e) Failure to comply with any prequalification regulations of the Department.
(f) Default under previous contracts.
(g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
(h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
(i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
(j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the summation of said products. All writing shall be with ink or typewriter except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary, and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.
When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

(a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
(b) Evidence of collusion among bidders.
(c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
(d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
(e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
(f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
(g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
(h) If the proposal is not accompanied by the proper proposal guaranty.
(i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

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<thead>
<tr>
<th>Amount Bid</th>
<th>Proposal Guaranty</th>
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<tbody>
<tr>
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<td>$35,000,000</td>
</tr>
<tr>
<td>Over</td>
<td>$35,000,000</td>
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</tbody>
</table>

- 21 -
In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier’s checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier’s checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under “Prequalification of Bidders”, and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.
Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient security in the full amount of the award as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation’s Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide.”
State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Skokie
5127 Oakton Street
Skokie, IL 60077

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.
SKOKIE CONDITIONS

1. PARTICIPATION

Any company and all existing or later created affiliates and successors that are excluded from participating on IDOT, FHWA and ISTHA Contracts, are debarred from participating in any capacity, including but not limited to participation as a contractor, subcontractor, material supplier or lessor of equipment in connection with this contract.

2. MATERIALS INSPECTION AND TESTING PROVIDER (QA):

Construction & Geotechnical Material Testing, Inc. (CGMT)
60 Martin Lane
Elk Grove Village, IL 60007
(630) 595-1111
(630) 595-1110 fax

3. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS (CCDD)

All work performed on this contract shall be in compliance with the CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS (CCDD): 35 ILL. Adm. Code 1100 as amended on August 27, 2012.

The VILLAGE shall provide the ‘Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation, LPC-662’ or the ‘Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation, LPC-663’ and any applicable supporting documentation.

The CONTRACTOR shall make all arrangements for the submission of the applicable LPC-662 or LPC-663 forms and supporting documentation to the relevant ‘CCDD Fill Operation’, ‘Uncontaminated Soil Fill Operation’, or other compliant disposal facility. The CONTRACTOR shall provide the VILLAGE with a written record of the disposal facility used, the number of loads, and the date of disposal for each load.

No additional compensation shall be allowed to the CONTRACTOR for any expenses incurred by complying with these requirements including but not limited to, delays, inconvenience, or interruptions in the work resulting from compliance with the above requirements. All costs associated with material disposal shall be included in the appropriate pay items.

SPECIAL PROVISIONS

1. Prequalification of Bidders in accordance with Article 102.01(b) of the Standard Specifications will be required of all Bidders on this proposal.

2. There shall be no charge for any permits required by the Village of Skokie to perform the work as specified.

3. The contract unit prices bid herein shall include all applicable taxes.

4. The Contractor shall be responsible for notifying all utility companies not less than forty-eight (48) hours prior to starting construction.

5. The Contractor shall determine the exact location of all public and private utility facilities prior to starting construction and shall exercise due care during construction so as not to disrupt or damage these facilities.

6. It shall be the responsibility of the Contractor to repair and restore any underground cables, pipes, mains, sprinkler systems and similar public and private underground facilities disrupted or damaged by the Contractor. This work, as required, shall be performed to the satisfaction of the Engineer and the cost thereof shall be borne by the Contractor.

7. Bushes, shrubs, fences, and miscellaneous appurtenances shall be relocated or removed as shown on the plans or as directed by the Engineer. The cost of such relocation or removal work shall be considered incidental to the contract.

8. The quantities shown herein are only an estimate. The Village reserves the right to add or deduct from said quantities; the final amount being determined by the funds available to the Village. Such alterations shall not be considered a significant change to the contract and there shall be no adjustment in unit prices as stated in Article 104.02.

9. Contractor shall be responsible for acquiring highway permits as required for any work done within the right-of-way of County and State routes. Cost of permits is incidental to the contract.

10. The Contractor shall not work on Saturdays, Sundays, and Holidays observed by the Village, in addition to and in accordance with Article 107.09. In addition, the Village may request re-scheduling of work around certain religious holidays. The Contractor shall not begin work or start up any equipment prior to 7:00 A.M. All work shall be completed by 5:00 P.M. daily and at 3:30 P.M. on Fridays and days before Holidays.
SPECIAL PROVISIONS – cont’d

11. If the Contractor chooses to use Village water, he shall secure a water meter for usage from the Skokie Public Works Department, Division of Water and Sewer. There is no charge for the water used; however, the amount must be metered and recorded by the Contractor. The Contractor shall use the hydrant(s) specified by the Water and Sewer Division. Only hydrant wrenches shall be used on hydrants.

12. The Contractor shall notify the Engineer, all applicable testing services, and the I.D.O.T. Order Board (847.705.4337), twenty-four (24) to forty-eight (48) hours in advance of concrete and asphalt placement so that arrangements can be made for material testing. It is the responsibility of the Contractor to notify the Engineer, all applicable testing services, and the I.D.O.T. Order Board of any cancellations. Material testing charges associated with cancellation of material orders shall be borne by the Contractor and shall be deducted from the final contract amount.

13. It is the responsibility of the Contractor to post “No Parking” signs twenty-four (24) hours in advance of construction. This work shall be considered incidental to the contract. Signs will be supplied by the Skokie Public Works Department, Engineering Division upon request. The signs are specially made for the Village. The Contractor shall return all signs at the completion of the work. The Contractor may be liable for the cost of any signs not returned.

14. All materials to be removed shall be neatly sawcut prior to removing. The cost of saw cutting shall not be paid for separately, but shall be incidental to the contract.

15. All backfill (including backfilling of curbs) shall be mechanically compacted in place in accordance with Article 550.07 of the Standard Specifications.

16. The Contractor shall be required to furnish a sixteen-foot (16’) straightedge for use during surface course operations to measure surface variation in accordance with Article 406.11 of the Standard Specification.

17. The use of any type of concrete breaker to remove concrete pavement, sidewalk, curb & gutter, or any other structure which, in the opinion of the Engineer, will damage existing underground public or private utilities, shall not be permitted.

18. All dowel bars, rebar tie bars, etc. for Combination Concrete Curb & Gutter shall be epoxy coated and incidental to the individual respective items.
19. All concrete used for sidewalk and curb construction shall be Class SI Concrete with no water reducing admixtures. The concrete shall be cured using the Membrane Curing Method as specified in Article 1020.13 (a) (4) of Standard Specifications. The type of membrane curing compound shall be approved by the Engineer. The Membrane Curing shall be included in the contract unit price bid for each pay item.

20. Monolithic construction of adjoining portions of curb and gutter and sidewalk will not be permitted. Concrete curb shall be poured using both face boards and back boards. Free forming of the curb shall only be allowed at the discretion of the Engineer. Should the quality of the workmanship as determined by the Engineer be unacceptable, the Contractor shall resume using both back boards and face boards.

21. All concrete shall be spaded or vibrated to the satisfaction of the Engineer.

22. Haul time shall not exceed that specified in Article 1020.11 and the Contractor shall schedule his work accordingly. Any concrete remaining in the truck after this time shall be disposed of at the Contractor’s expense. If necessary, the Contractor shall order short loads to meet this requirement.

23. Any sidewalk or curb poured under this contract that does not meet all of the foregoing specifications or requirements, or which is defaced, shall be removed and replaced by the Contractor at his own expense and no extra compensation will be awarded to him for the work. Defaced or defective work shall be removed or replaced in its entirety, not piecemeal.

24. As part of the contract, depressed curb and gutter for the handicapped may be constructed at the alley returns and intersection as directed by the Engineer in the field. Construction of the proposed handicapped Ramped sidewalks shall be in straight line grades as determined by the limits of removal.

25. The Removal and Replacement of any decorative sidewalk or driveways (i.e. flagstone, patio block, brick, stone, etc.) shall be considered incidental to the contract. As directed by the Engineer, the decorative walk or driveway shall be removed and replaced from the back of curb to the main public sidewalk. Additional material required to raise the grade of the walk shall be approved by the Engineer and shall be considered incidental to the contract. Decorative walk or driveway that is damaged during construction shall be replaced in kind or approved equal or better, the cost to be borne entirely by the Contractor.
26. Local Traffic shall be maintained during construction operations in accordance with the plans, Article 107.14 and Section 701 of the Standard Specifications. The furnishing, installation, maintenance, surveillance, relocation, and subsequent removal of all signs, traffic cones, barricades, warning lights, flagmen, and other devices which are to be used for the purpose of regulating, warning, or guiding traffic during the construction of this improvement shall be considered incidental to the traffic control pay items.

27. Hot-mixed asphalt used in this contract shall be Hot-Mix Asphalt Surface Course, Mix "D", N50.

28. The Contractor shall submit pay estimates that show the Skokie Project Number SW 17.2, the total quantity and costs of contract amount, the amount of quantity and costs completed this estimate, and total quantity and costs completed to date. Pay estimates submitted in the wrong format will not be accepted.

29. The contractor shall use the most current prevailing wage for cook county.

30. All removal of trees below 6 units and removal of bushes along with trimming of bushes, brush, and trees below 6 units shall be incidental to this contract and will not be paid for separately.
SPECIAL PROVISIONS

PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL

Description

This work shall consist of constructing portland cement concrete sidewalk on a prepared subgrade in accordance to Section 424 of the Standard Specifications except as hereinafter modified.

Construction Requirements

Construction requirements shall be in accordance to Section 424 except for the portland cement concrete sidewalk shall be placed on a 4-inch sub-base of CA-6. All unsuitable subgrade material shall be removed and shall be replaced with CA-6 which shall have a compacted thickness of four inches and shall not be paid for separately but shall be considered as included in the work for PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL.

Sidewalk backfill shall be in accordance to Section 424.10 except for the approved backfill shall be topsoil and placed flush with the top of the sidewalk and parkway grade.

The concrete shall be cured using the Membrane Curing Method as specified in Article 1020.13 (a) (4), and Article 1022.01 (a), (b), or (c) of the Standard Specifications.

Basis of Payment

This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL, in accordance to Section 424 except for the 4-inch, CA-6 sub-base shall not be paid for separately but shall be considered as included in the contract unit price for PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL.

For new sidewalk, Earth Excavation shall be paid for separately. Removal of bushes, shrubs, and trees under 6 units shall be included with the cost of PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH, SPECIAL.
SPECIAL PROVISIONS

DETECTABLE WARNINGS

Description

This work shall consist of constructing sidewalk accessibility ramps with detectable warnings on a prepared subgrade in accordance to Section 424 of the Standard Specifications except as herein modified.

Materials

Materials shall be in accordance to Section 424.02 except for the products used for DETECTABLE WARNINGS, SPECIAL shall be two (24 inch by 24 inch) pre-stamped cast iron panels with truncated domes of the type: Neenah Foundry, 'R-4984', East Jordan Iron Works, 'DURALAST', or Detectile Corporation, 'Duratek-CI', Detectable Warning Plates. The cast iron panels shall be a natural finish and installed per the manufacturers procedures.

Basis of Payment

Detectable warnings will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS, SPECIAL in accordance to Section 424 except as herein modified.
SPECIAL PROVISIONS

COMBINATION CURB AND GUTTER REMOVAL, SPECIAL

This work shall consist of the removal and satisfactory disposal of existing Combination Curb and Gutter in accordance with the requirements of Section 440 of the Standard Specifications, except as herein modified.

A straight joint line shall be saw cut at the point where the existing Combination Curb and Gutter is to be removed. The cost of saw cutting shall not be paid for separately, but shall be included in the contract unit price bid per foot for COMBINATION CURB AND GUTTER REMOVAL, SPECIAL.

The Contractor shall use care in the removal of the existing curb and gutter so as to leave the existing steel bars intact as ties for the proposed curb and gutter. Where ties are destroyed by the Contractor, they shall be replaced to provide ties at intervals of not more than 2'-6" by the Contractor at his own expense by drilling and grouting new No. 6 tie bars into the existing pavement edge. The cost of this work shall not be paid for separately, but shall be included in the contract unit price bid per foot for COMBINATION CURB AND GUTTER REMOVAL, SPECIAL.
SPECIAL PROVISIONS

COMBINATION CONCRETE CURB AND GUTTER

TYPE B-V.12, TYPE M-V.12

Description

This work shall consist of constructing variable exposure combination concrete curb and gutter on a constructed sub-base, in accordance to Section 606 of the Standard Specifications except as herein modified.

Construction Requirements

Construction requirements shall be in accordance to Section 606 except for the combination concrete curb and gutter shall be placed on a 4-inch sub-base of CA-6. All unsuitable subgrade material shall be removed and shall be replaced with CA-6 which shall have a compacted thickness of four inches and shall not be paid for separately, but shall be included in the work for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12 or TYPE M-V.12.

Curb backfill shall be in accordance to Section 606.13 except for backfill along the flag (or front) of the curb shall be portland cement concrete on concrete base streets, and backfilled with asphalt grindings on flexible base streets. The back of the curb shall be backfilled with topsoil and placed flush up to the top of the curb and parkway grade.

The contractor shall provide No. 6 tie bars from the existing pavement to the new combination concrete curb and gutter at the spacing shown in the IDOT standard detail for combination concrete curb and gutter. The cost of the No. 6 tie bars shall not be paid for separately, but shall be included in the contract unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12 or TYPE M-V.12.

The concrete shall be cured using the Membrane Curing Method as specified in Article 1020.13 (a) (4), and Article 1022.01 (a), (b), or (c) of the Standard Specifications.

Basis of Payment

This work shall be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12, TYPE M-V.12 in accordance to Section 606 except for the 4-inch, CA-6 sub-base, tie bars, and the removal of unsuitable subgrade shall not be paid for separately but shall be considered as included in the contract unit price for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12, TYPE M-V.12.
SPECIAL PROVISIONS

PORTLAND CEMENT CONCRETE DRIVEWAY
PAVEMENT, 7 INCH

Description

This work shall consist of constructing portland cement concrete driveway pavement on a subgrade in accordance to Section 423 of the Standard Specifications accept as herein modified.

Construction Requirements

Construction requirements shall be in accordance to Section 423 except for the portland cement concrete driveway pavement shall be placed on a 4 inch sub-base of CA-6. All unsuitable subgrade material shall be removed and shall be replaced with CA-6 which shall have a compacted thickness of four inches and shall not be paid for separately but shall be considered as included in the work for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH.

The minimum driveway thickness shall be 7 inches or match existing driveway, whichever is greater.

Driveway backfill shall be in accordance to Section 423.08 except for the approved backfill shall be topsoil and placed flush with the top of the driveway pavement and parkway grade.

The concrete shall be cured using the Membrane Curing Method as specified in Article 1020.13 (a) (4), and Article 1022.01 (a), (b), or (c) of the Standard Specifications.

Basis of Payment

This work shall be paid for at the contract unit price per square yard of PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH in accordance to Section 423 except for the 4 inch, CA-6 sub-base, any expansion joint material, and the removal of unsuitable subgrade shall not be paid for separately but shall be considered as included in the contract unit price for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH.
SPECIAL PROVISION

INCIDENTAL HOT-MIX ASPHALT SURFACING

Description

This work shall consist of constructing a hot-mix asphalt (HMA) surface on a prepared base in accordance to Section 408 of the Standard Specification except as herein modified.

Materials

Materials shall be in accordance to Section 408.02 except for the mixture composition shall be 'Hot-Mix Asphalt Surface Course, Mixture "D", N50'.

General

Construction requirements shall be in accordance to Section 408.03 except for the pavement surface shall be two lifts at 1.5 inches thick for a total of 3 inches thick or match existing if greater than 3 inches.

Method of Measurement

Method of measurement shall be in accordance to Section 408.04 except for the preparation of base shall not be measured separately, but shall be considered as included with the work for INCIDENTAL HOT-MIX ASPHALT SURFACING.

Basis of Payment

Basis of payment shall be in accordance to Section 408 except for preparation of base shall not be paid for separately, but shall be considered as included in the contract unit price for INCIDENTAL HOT-MIX ASPHALT SURFACING.
SPECIAL PROVISIONS

FRAMES AND LIDS/GRATES TO BE ADJUSTED.
INLETS TO BE ADJUSTED.
FRAMES AND LIDS/GRATES TO BE RECONSTRUCTED.
MANHOLES TO BE ADJUSTED;

Description

This work shall consist of constructing, adjusting, or reconstructing catch basins, manholes, inlets, or valve vaults together with the necessary cast iron frames and grates or lids in accordance with Sections 602, 603, and 604 of the Standard Specifications except as herein modified.

Materials

Material requirements shall be in accordance to Section 602, 603, and 604 except for Type 1 Frames and Lids/Grates shall be Neenah model R-1772 (solid lid), R-2502 (grate), or East Jordan Iron Works, or Castings Inc., or similar as approved by the Engineer (if 4" frame necessary; use R-2595-A). All frames shall have the same frame and lid dimensions as the Neenah R-1772 frame.

Only precast concrete adjustment rings shall be permitted.

Construction Requirements

Construction requirements shall be in accordance to Section 602, 603, and 604 except for the removal of the existing structure, if necessary, shall be considered as included in the work for the applicable pay items.

All sewer pipe connections to proposed structures shall include up to 3 feet of pipe outside of the structure and ‘non-shear’ stainless steel couplings shall be used between existing and new pipe connections which shall be considered as included with the work for the applicable pay items.

Replacement of existing pavement removed for the adjustment or reconstruction of these structures shall be with concrete of the mix designated in Section 1020 and shall be cured for 72 hours prior to hot-mix asphalt resurfacing. The Contractor may elect to use High Early P.C. Concrete at no additional cost to the Village. See attached structure adjustment detail for specific patch requirements. All pavement patching around structures shall be considered as included with the work for the pay items listed herein.

Where necessary or at the direction of the Engineer, precast reinforced concrete flat slab tops shall be substituted at no additional cost in lieu of eccentric or centric cones for manhole or catch basin construction.

Any frame or grate damaged by the Contractor shall be replaced at the Contractor’s expense. All original castings shall remain the property of the
Village and shall be transported by the Contractor to the Skokie Public Works Facility at 9050 Gross Point Road. Contact Jean Scher or Pete Natalino at 847.933.8427 to schedule casting delivery. The cost of transporting the castings shall be considered as included with the pay items as listed herein.

The adjustment of privately owned utility structures shall be done by or through their respective owners. It is the responsibility of the Contractor to notify the respective owners and coordinate construction activities.

Basis of Payment

This work shall be paid for at the contract unit price for each for FRAMES AND LIDS/GRADES TO BE ADJUSTED, INLETS TO BE ADJUSTED, FRAMES AND LIDS/GRADES TO BE RECONSTRUCTED, FRAMES AND GRATES, FRAMES AND LIDS, INLETS AND CATCH BASINS of the size and type specified, with the type of frame and grate or lid specified in accordance to Sections 602, 603 and 604 except as herein modified.
SPECIAL PROVISIONS

SODDING

Description

This work shall consist of preparing the ground surface and furnishing, transporting and placing sod and other materials required in the sodding operation in accordance to Section 252 of the Standard Specifications except as herein modified.

Construction Requirements

Construction requirements shall be in accordance to Section 252 except for 3 inches of topsoil shall be used in all areas which are to be sodded as shown on the plans or as directed by the Engineer. The removal of existing grass, grading, additional watering, all fertilizer nutrients and the 3 inches of topsoil, shall not be paid for separately, but shall be considered as included with the work for SODDING, SPECIAL.

Basis of Payment

Sodding will be paid for at the contract unit price per square yard for SODDING, SPECIAL in accordance to Section 252 except for fertilizer and 3 inch topsoil shall be considered as included with the contract unit price for SODDING, SPECIAL.
### Table: Estimate for Temporary Access

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**Total to Date:** xxx.xx

**Less 10% Retention:** xxx.xx

**Subtotal:** xxx.xx

**1% escrow Payment:** xxx xx

**Amount Due:** xxx.xx
RAMPS IN LANDSCAPED AREA
SETBACK < 5

SECTION A-A
1. The running slope of the curb ramp shall not require the ramp length to exceed 3\% 145 mm.

SIDE CURB DETAIL

DETAIL A

RAMPS IN PAVED AREA
SETBACK < 5

SECTION B-B
2. The running slope of the curb ramp shall not require the ramp length to exceed 3\% 145 mm.

See Sheet 2 for GENERAL NOTES.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS

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<td>Regal, gin, and &quot;end&quot; ramps</td>
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<td>Ignoring to running space</td>
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<td>Ramp's proposed marking</td>
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<td>1 to 6.063 m wide, inside</td>
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<td>Standard, for 24 in. curbs</td>
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STANDARD 424001-06
RAMP IN LANDSCAPED AREA
SETBACK > 5'

RAMP IN PAVED AREA
SETBACK > 5'

GENERAL NOTES
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (N:\D).
Where the turning space is constructed on a slope opposite a ramp, the minimum length of the turning space in the direction of the ramp run shall be 10' + 50".
Where 180° minimum slope is shown, 90° is preferred.
See Standard 63009 for details of depressed curb adjacent to curb ramps.
All dimensions are 1/4 inch unless otherwise shown.

SECTION C-C
1) Turning space not required for ramp slopes flatter than 1:25.
2) The running slope of the curb ramp shall not exceed 15°. 1:4.5.

- 42 -
DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED

GENERAL NOTES
The bottom slope of combination curb and gutter constructed adjacent to the pavement shall be the same slope as the superface or 0%, whichever is larger.

1. Thickness of pavement.

Longitudinal joint tie bars shall be No. 4 b/c, 1% of 24-2250 bars or 24-1650 bars in accordance with plans for longitudinal construction joint shown on Typical section.

A minimum clearance of 2 1/2" between the end of the tie bar and the base of the curb shall be maintained.

The edge paver shall be made of concrete and may be required for non-alpine construction.

See standard detail for details of corner islands.

All dimensions are in inches unless otherwise shown.

CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER

DATE
11-15
1-13

REVISIONS
Added B-2200, B-4400 bar size in curb and gutter to tables.

M-2.06 (M-5.15) and M-2.12 (M-5.39)

CONCRETE CURB TYPE B

M-2.06 (M-5.15) and M-2.12 (M-5.39)

STANDARD S96501-05

- 43 -
**Concrete Curb Type B**

**Adjacent to Flexible Pavement**

1. Form with 3⁄4 in. thick precast concrete.
2. Use edge and level.
3. Ditch 2 in. deep at 6 to 24 hours, and seal.
4. Insert 3⁄4 in. thick preformed joint filler full depth and width.

**Adjacent to PCC Pavement or PCC Base Course**

**Concrete Curb and Gutters**

**Standard 09001-08**
**MAX WIDTH**

**XX' - XX"**

**X MILES AHEAD**

---

**WIDTH RESTRICTION SIGN**

**XX'-XX" WIDTH AHEAD**

---

**STOP**

**SLOW**

---

**FLAGGER TRAFFIC CONTROL SIGN**

---

**TRAFFIC CONTROL DEVICES**

**STANDARD 701901-05**
Contract Bond

Route Various
County Cook
Local Agency Skokie
Section SW17.2
Bond No. 285053519

Duplicate Original

We, Schroeder & Schroeder, Inc.

7306 Central Park, Skokie, IL 60076
da/an) □ Individual □ Co-partnership □ Corporation organized under the laws of the State of □ IL □ ,
as PRINCIPAL, and The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of One Hundred Eighteen Thousand Eight Hundred Seventy Nine Dollars and 50/100

Dollars ( $118,879.50 ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th day of September A.D. 2016

PRINCIPAL

Schroeder & Schroeder, Inc.

By: _____________________________
   (Signature & Title) President

Attest: ___________________________
   (Signature & Title)

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

STATE OF

COUNTY OF Cook

I, Theresa M. Winandy, a Notary Public in and for said county, do hereby certify that

Chris Schroeder

_____________________________
Mary L. Broun

(insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this 19th day of September A.D. 2016

Notary Public

My commission expires 1-31-17

SURETY

The Ohio Casualty Insurance Company

(Name of Surety)

By: _____________________________
   (Signature of Attorney-in-Fact)

STATE OF Illinois

COUNTY OF Cook

I, Roger Paraison, a Notary Public in and for said county, do hereby certify that

Beatriz Polito

_____________________________
Roger Paraison

(notarized)

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this 19th day of September A.D. 2016

Notary Public

My commission expires March 10, 2019

Approved this ____________________ day of ____________________, A.D. ______

Attest:

_____________________________
(Clerk)

_____________________________
(Chairman/Mayor/President)
This Power of Attorney authorizes the acts of those named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated. No valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 810-832-8240 between 8:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Insurance Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority hereof set forth, does hereby name, constitute and appoint Beatriz Polito of the city of Chicago, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Schroeder & Schroeder, Inc.  
Obligee Name: Village of Skokie  
Surety Bond Number: 28503519  
Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of November, 2013.

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 19th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes thereof contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA  
By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by its signature and execution of any such instruments and to attach thereto the seal of the Corporation.

ARTICLE XIII - Execution of Contracts - Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation - The President or the Chairman, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorized by unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of September, 2016.

By: Gregory W. Davenport, Assistant Secretary
Duplicate Original

Issued in Duplicate

We, Schroeder & Schroeder, Inc.
7306 Central Park, Skokie, IL 60076

□ Individual  □ Co-partnership  □ Corporation organized under the laws of the State of  IL

as PRINCIPAL, and
The Ohio Casualty Insurance Company
175 Berkeley Street, Boston, MA 03431

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
One Hundred Eighteen Thousand Eight Hundred Seventy Nine Dollars and 50/100

Dollars ( $118,879.50 ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th day of September A.D. 2016

PRINCIPAL

Schroeder & Schroeder, Inc. (Company Name)

By: [Signature & Title] President

Attest: [Signature & Title] Secretary

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

STATE OF

COUNTY OF Cook

I, Theresa M. Winandy, a Notary Public in and for said county, do hereby certify that

Chris Schroeder

[Signature]

Mary L. Brown

My commission expires 1-25-17

SURETY

The Ohio Casualty Insurance Company (Name of Surety)

STATE OF Illinois

COUNTY OF Cook

I, Roger Paraison, a Notary Public in and for said county, do hereby certify that

Beatriz Polito

[Signature]

My commission expires March 18, 2019

Approved this day of , A.D. 

Attest:

[Signature] Clerk

(Chairman/Mayor/President)
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company and Liberty Mutual Insurance Company and West American Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Beatriz Polito, of the city of Chicago, state of IL, his true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Schroede & Schroeder, Inc.
Obligee Name: Village of Skokie
Surety Bond Number: 285053519
Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of November, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 19th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect and reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the President or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or the by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a true, full and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of September 2016.

By: Gregory W. Davenport, Assistant Secretary
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
P&C Chicago
Mesrow Insurance Services
353 N. Clark Street
Chicago, IL 60654

**INSURED**
 Schroeder & Schroeder, Inc.
7306 Central Park
Skokie, IL 60076

**CONTACT NAME:** Holley Mouser
**PHONE:** 312 595-6200
**EMAIL:** Inscerts@mesirowfinancial.com

**INSURER 1:** National Fire Ins Co of Hartford
**NAIC **#203478

**INSURER 2:** Continental Casualty Company
**NAIC #**20443

**INSURER 3:** Valley Forge Insurance
**NAIC #**20508

**INSURER 4:** Great American Insurance Co.
**NAIC #**22136

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- **Village of Skokie 2016 New Sidewalk Program**
- **Section No. SW17.2**
- **Cook County**
- **(See Attached Descriptions)**

**CERTIFICATE HOLDER**
Village of Skokie
Office of the Purchasing Agent
5127 Oakton Street,
Skokie, IL 60077

**CANCELLATION**

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

- **AUTHORIZED REPRESENTATIVE**

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#S2167795/M2147755

The ACORD name and logo are registered marks of ACORD MDZ
Village of Skokie is included as an Additional Insured, as their interest may appear, with respect to the General Liability, where required by written contract.
It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Nat'l Fire Ins Co of Hartford
Insured Name: SCHROEDER & SCHROEDER, INC.
Policy No: 4026148583
Endorsement No: 1
Effective Date: 08/19/2016
Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.
1. ADDITIONAL INSUREDS

   a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

      (1) is currently in effect or becomes effective during the term of this Coverage Part; and

      (2) was executed prior to:

      (a) the bodily injury or property damage; or

      (b) the offense that caused the personal and advertising injury,

      for which such additional insured seeks coverage.

   b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

      (1) a higher limit of insurance than required by such contract or agreement; or

      (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

      Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

      Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

      1. such person or organization's financial control of a Named Insured; or

      2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

      provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

      A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Lessor of Equipment

      Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

D. Lessor of Land

      Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.
coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
   
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   
   b. the construction, erection, or removal of elevators; or
   
   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
a. the Named Insured's acts or omissions; or
b. the acts or omissions of those acting on the Named Insured's behalf,
in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the insurer or the insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period, qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3 above, this insurance does not apply to:

a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

(1) if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or
Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:
   (a) fire;
   (b) smoke;
   (c) collapse or
   (d) explosion.

D. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, $100,000 is the most the Insurer will pay under Coverage A for the sum of damages arising out of any one occurrence because of property damage to your product and your work that is caused by fire, smoke, collapse or explosion and is included within the product-completed operations hazard. This sublimit does not apply to property damage to your work if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor.

C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of insured contract is replaced by the following:

Insured Contract means:

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 damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner is not an uninsured contract;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)  Policy No: 4026148583
Page 6 of 17  Endorsement No: 1
Nat'l Fire Ins Co of Hartford  Effective Date: 08/19/2016
Insured Name: SCHROEDER & SCHROEDER, INC.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.
A. Under COVERAGE, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person’s or organization’s confidential or personal information, including names, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph(1) or(2) above.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, $100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for
claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person’s capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses’ acts, errors or omissions in the conduct of the Named Insured’s business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGEs, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and

2. All medical expenses under Coverage C, that arise from occurrences or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. Damages under Coverage B, regardless of the number of locations or construction projects involved;

2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and

3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
E. If a single construction project away from premises owned by or rented to the Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGE A – Bodily Injury and Property Damage Liability, the paragraph entitled Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

(1) such bodily injury is caused by an occurrence that takes place in the coverage territory.

(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and

B. Under COVERAGE A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available to but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud
any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

**Health care incident** means an act, error or omission by the Named Insured’s employees or volunteer workers in the rendering of:

a. professional health care services on behalf of the Named Insured or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

**Occurrence** means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence.

iii. amend the definition of Insured to:

a. add the following:

the Named Insured’s employees are Insureds with respect to:

(1) bodily injury to a co-employee while in the course of the co-employee’s employment by the Named Insured or while performing duties related to the conduct of the Named Insured’s business; and
(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

the Named Insured's volunteer workers are Insureds with respect to:

(1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations, except that if the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;

b. the bodily injury or property damage first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Contractors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:
j. Damage to Property

Property damage to:

(1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;

(3) Property loaned to the Named Insured;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured's behalf are performing operations, if the property damage arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

i. tools, or equipment the Named Insured borrows from others, nor

ii. other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is mobile equipment leased by an Insured;

c. property that is an auto, aircraft or watercraft;

d. property in transit or

e. any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.
B. Under COVERAGE, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, $25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured’s care, custody or control, while being used in the Named Insured’s operations away from any Named Insured’s premises. The Insurer’s obligation to pay such property damage does not apply until the amount of such property damage exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
   a. $500,000; or
   b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured’s care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGE, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
   (1) $15,000 unless a different amount is shown here: $N,NNN,NNNN; or
   (2) the amount shown in the Declarations for Medical Expense Limit.

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Nat'l Fire Ins Co of Hartford
Insured Name: SCHROEDER & SCHROEDER, INC.

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B. Under COVERAGES, the Insuring Agreement of Coverage C - Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the Named Insured; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B - Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

Knowing Violation Of Rights Of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the Named Insured; or

(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:
This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**Premises Related Discrimination**

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY — DISCRIMINATION OR HUMILIATION** provision does not apply to any person or organization whose status as an insured derives solely from:

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

This **PERSONAL AND ADVERTISING INJURY — DISCRIMINATION OR HUMILIATION** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

**21. PERSONAL AND ADVERTISING INJURY — CONTRACTUAL LIABILITY**

A. Under COVERAGES, Coverage B — Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability:

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY — CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS — COVERAGE A AND B**:

1. Paragraph 2.d. is replaced by the following:

   d. The allegations in the suit and the information the insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

   So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY — CONTRACTUAL LIABILITY** provision does not apply if Coverage B — Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This **PERSONAL AND ADVERTISING INJURY — CONTRACTUAL LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

**22. PROPERTY DAMAGE — ELEVATORS**

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000 limit; and

B. Paragraph 1.d. is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000 limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured’s Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured’s ongoing operations; or

2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and

2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured’s ongoing operations at the project, or during such operations of anyone acting on the Named Insured’s behalf; nor
2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. The WHO IS AN INSURED section is amended to add as an Insured any person or organization whom the Named Insured is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an Insured only with respect to such person or organization's liability for:

A. unless paragraph B. below applies,

1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured's ongoing operations as specified in such written contract; or

2. bodily injury or property damage caused in whole or in part by your work and included in the products-completed operations hazard, and only if
   a. the written contract requires the Named Insured to provide the additional insured such coverage; and
   b. this coverage part provides such coverage.

B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:

1. this coverage part provides coverage for bodily injury or property damage included within the products-completed operations hazard; and

2. the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.

II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the written contract; or

B. a higher limit of insurance than required by the written contract.

III. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

IV. Notwithstanding anything to the contrary in the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by written
contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to
insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL
LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Officer, Claim or Suit is amended with the addition
of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the
additional insured has for any loss covered under this coverage part;
3. send the insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the
investigation, defense, or settlement of the claim; and
4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program
applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires
this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which
the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the insurer
receives written notice of a claim from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to
add the following definition:

Written contract means a written contract or written agreement that requires the Named Insured to make a person
or organization an additional insured on this coverage part, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and
B. was executed prior to:
   1. the bodily injury or property damage; or
   2. the offense that caused the personal and advertising injury
for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect
on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and
expires concurrently with said Policy.
Illinois Department of Transportation

Executed in Triplicate
Individual Highway Permit Bond

Address 201 W. Center Court
City / State Schaumburg, IL
District One

BOND NO. 28605523

KNOWN ALL MEN BY THE PRESENTS, That I (We) Schroeder & Schroeder, Inc.

7306 Central Park, Skokie, IL 60076
(Mailing Address)

(Name of Applicant)

as Principal, and The Ohio Casualty Insurance Company
(Surety Company)

a corporation organized and existing under the laws of the State of
NH
and licensed to do business in the State of Illinois, are held firmly bound unto the people of the State of Illinois in the penal sum of Twenty Five Thousand Dollars and 00/100 Dollars

($ 25,000.00 ) lawful money of the United States well and truly to be paid unto said people of the State of Illinois, for payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, Highway Permit No. Issued by the Department of Transportation

of the State of Illinois grants to Schroeder & Schroeder, Inc. permission and
authority to construct, locate, operate, and maintain the work described in said Permit, upon or adjacent to Route Church Street In Cook County as more fully
described in said Permit and Sketch, which by this reference are made a part hereof as if written herein at length, in and by which Permit and Sketch the said Principal has promised and agreed to perform said described operation and related activities in accordance with the terms and conditions of and description in said Permit and Sketch.

NOW, THEREFORE, if the said Principal shall well and truly perform said operations in accordance with the terms and conditions of and description in said Permit and Sketch to the satisfaction of said Department, and shall perform no other work or construction at said location without first applying for and receiving another permit from said Department, then no claim or demand will be made against the above obligation. Otherwise, this bond or so much thereof as may be necessary shall be paid to the said Department as cost and expense to change and correct, during a period of five years from the date of approval of this bond by the Department, said construction to conform to the terms and conditions of and description in said Permit and Sketch.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This 10th Day of October, 2016

Principal Schroeder & Schroeder, Inc.
Address 7306 Central Park
City / State Skokie, IL
Telephone 847.933.0526

Surety The Ohio Casualty Insurance Company
Address 353 N. Clark
City / State Chicago, IL

By Beatriz Polito Attorney in Fact

(Seal)

Agent for Surety Mesirow Insurance Services, Inc.
Address 353 N. Clark
City / State Chicago, IL
By Beatriz Polito Account Manager Lead

Department of Transportation
By Deputy Director of Highways, Regional Engineer

1919

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SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Roger Paraison, Notary Public of Cook County, in the State of Illinois, do hereby certify that Beatriz Polito, Attorney-in-Fact, of the The Ohio Casualty Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the The Ohio Casualty Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 10th day of October, 2016.

Notary Public: Roger Paraison
My Commission expires: 03.18.2019
This Power of Attorney vests the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantee. To confirm the validity of this Power of Attorney call 610-932-8740 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana, hereinafter collectively called the "Companies", pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Patrik Polito

of the city of Chicago, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Schroeder & Schroeder, Inc.
Obligee Name: State of Illinois, Department of Transportation
Surety Bond Number: 206695523
Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of September, 2016.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: __________________________
    David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 29th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes thereto contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

By: __________________________
    Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorney-in-fact, as may be necessary to act on behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative of attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the president, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorney-in-fact, as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of October 2016.

By: __________________________
    Rene C. Llewellyn, Assistant Secretary