



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2017 Sanitary Sewer Lining Program; Hoerr Construction		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	8/16/17		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: Vision 5: Manage resources and assets to effectively deliver core services, provide for capital investment, and meet the community needs and desires. Goal E. Develop and provide funding for capital investments and projects that consider a variety of local capital needs and those mandated by State/Federal Agencies.			
Estimated Cost: \$200,000		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
Geneva combined one bid document with the cities of St. Charles and Batavia for sanitary and storm sewer lining. This is the second time the three communities have jointly bid out work for sewer lining. Bids were opened on July 14, 2017 with the low bidder being Hoerr Construction, Inc. Hoerr Construction has not previously worked in Geneva, but has worked with the City of St. Charles on several lining projects with good results. The majority of the lining for Geneva will be 8-inch diameter pipe. The total contract price for Geneva from the overall low bidder is \$178,085.20.			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution 2017- XX • Bid Tab • Bidder Certification • Agreement 			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Staff requests that the City Council authorize the City Administrator to enter into a contract with Hoerr Construction, Inc. in an amount not-to-exceed \$178,085.20			

RESOLUTION NO. 2017-96
RESOLUTION AUTHORIZING EXECUTION OF
Sanitary Sewer Lining Contract

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Hoerr Construction, Inc., in the form attached hereto as Exhibit "A", relating to sanitary sewer lining.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2017

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk



City of Geneva

Summary of Bids

Name of Project: 2017 Lining

Recorded By: Bob Van Gyseghem

Opened By: Rita Kruse

Date/Time: 8/14/2017 10:00 AM

Approved Engineer Estimate/ Budget :

CONTRACTOR NAME	BID PRICE	BID BOND % OF PRICE	TYPE OF PAYMENT FOR BID BOND	REMARKS	ADDENDUM
Hoerr Construction, Inc.	\$913,331.00	10%			Yes
Michels Pipe Services	\$1,026,605.00	10%			Yes
Benchmark Construction Co., Inc.	\$1,076,725.00	10%			Yes
Insituform Technologies USA, LLC	\$1,080,409.30	10%			Yes
Visu-Sewer of Illinois, LLC	\$1,091,140.75	10%			Yes
Kenny Construction Company	\$1,125,050.00	10%			Yes

SECTION 00050

BIDDER CERTIFICATION

The following affidavit must be completed, notarized and submitted with the bid package in compliance with Article 33 E of the "Criminal Code of 1961."

I (Name) Max P. Hoerr II, do hereby certify that:

- 1. I am (Position) President of (Firm Name and Address) Hoerr Construction, Inc. 1416 County Road 200 N Goodfield, IL 61742 and have authority to execute this certification on behalf of the firm;
- 2. The above referenced firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E of the "Criminal Code of 1961."

Signature Max P. Hoerr II
 Date 8-9-17

Corporate Seal
(where appropriate)

REQUIRED NOTARIZATION

On this 9 day of August, 2017, before me appeared (Name) Max P. Hoerr II to me personally known, who, being duly ~~sworn~~ ^{affirmed}, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) Hoerr Construction, Inc. to execute the affidavit and did so at his or her free act and deed.

Signature of Notary Public Rebecca C. Wiegand
 Commission Expires 9-10-19

Notary Seal

END 00050



- 4.3 BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.
- 4.4 The OWNER shall provide BIDDERS, prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.
- 4.5 When requested, OWNER will provide each BIDDER access to the site to conduct such investigations and tests, as each BIDDER deems necessary for submission of his BID.
- 4.6 The lands upon which the WORK is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.7 The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
- 4.8 The submission of a BID will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

5. Interpretations.

- 5.1 All questions about the meaning or intent of the CONTRACT DOCUMENTS shall be submitted to OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Security.

- 6.1 Bid Security shall be made payable to the City of Geneva, in an amount of ten percent (10%) of the BIDDER'S maximum BID price and in the form of a certified or bank check or a BID BOND issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.
- 6.2 Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.
- 6.3 The BID Security of the SUCCESSFUL BIDDER will be retained until such BIDDER has executed Agreements with each of the three (3) communities and furnished the required three (3) Contract Security, whereupon it will be returned; if the SUCCESSFUL BIDDER fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the BID Security of that BIDDER will be forfeited. The BID Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award

subcontract and after the Notice of Award may only subcontract other portions of the WORK with OWNER'S written consent.

- 10.3 No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against which he has reasonable objection.

11. Bid Form.

- 11.1 All BIDS must be made on the attached BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID forms must be fully completed and executed when submitted. Only one copy of the BID forms is required. The BID Forms are attached hereto. Additional copies may be obtained from OWNER.
- 11.2 BID Forms must be completed in ink or by typewriter. The BID price of each item on the forms must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3 BIDS by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The BID shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the BID Forms).
- 11.7 The address to which communications regarding the BID is to be directed must be shown.

12. Submission of Bids.

- 12.1 BIDS shall be submitted at the time and place indicated in the "Invitation to BID" and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the BIDDER and accompanied by the BID Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- 12.2 By submission of the BID, each BIDDER and, in the case of a joint bid, each party thereto certifies as to his or her own organization, that in connection with the BID:
- A. The prices in the BID have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any other competitor;
 - B. Unless otherwise required by law, the prices quoted in the BID have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

- 15.1 All BIDS shall remain open for sixty days after the day of the BID opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that date.

16. Award of Contract.

- 16.1 OWNER reserves the right to reject any and all BIDS, to waive any and all informalities and to negotiate contract terms with the SUCCESSFUL BIDDER, and the right to disregard all nonconforming, non-responsive or conditional BIDS. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating BIDS, OWNER shall consider the qualifications of the BIDDERS, whether or not the BIDS comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is OWNER'S intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but OWNER may accept them in any order or combination.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the WORK as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by OWNER.
- 16.4 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors and other persons and organizations to do the WORK in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 OWNER reserves the right to reject the BID of any BIDDER who does not pass any such evaluation to OWNER'S satisfaction.
- 16.6 A conditional or qualified BID will not be accepted.
- 16.7 If the contract is to be awarded it will be awarded to the low, responsive, responsible BIDDER whose evaluation by OWNER indicates that the award will be in the best interests of the Project.
- 16.8 If the contract is to be awarded, OWNER will give the SUCCESSFUL BIDDER a Notice of Award within sixty days after the day of the BID opening.

17. Performance and Payment Bonds.

- 17.1 In addition to the requirements set forth in paragraph 5.1 of the General Conditions and the Supplementary Conditions, a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required by each of the three (3) communities for the faithful performance of the contract. When the SUCCESSFUL BIDDER delivers the

SECTION 00300

PROPOSAL

- 1. Proposal of (Name and Address of Bidder) Hoerr Construction Inc
1416 County Road 200 North
Goodfield, IL 61742
_____ for the improvement designated below.

Work covered by Contract Documents includes, but is not necessarily limited to the following:

This project consists of approximately 14,265 linear feet of Sanitary and Storm Sewer Lining in various sizes of cured-in-place pipe lining (CIPP). Work shall include the lining of sanitary and storm sewer as well as the reinstatement of service laterals, sanitary and storm sewer cleaning and pre and post construction sanitary and storm sewer televising. Geneva and Batavia will also require grouting of service laterals. The work contained on this project is located in the municipalities of Geneva, St. Charles, and Batavia, Illinois

- 2. The location maps for the proposed improvement are those provided by the City of St. Charles, Geneva, and Batavia. Said maps are designated as Location Maps for "2017 Sewer Lining Project" and which cover the work described in Paragraph 1 above for the price of:

Sum of Unit Prices x Quantities (in words) Nine hundred thirteen thousand three hundred thirty one Dollars
and no Cents

Sum of Unit Prices x Quantities (in figures) \$ 913,331.⁰⁰

2017 SANITARY AND STORM SEWER LINING BID SCHEDULE (INSERT UNIT PRICE, TOTAL PRICE, & TOTAL BID) Page 1 of 2

Item	Description	Units	St. Charles	Geneva	Batavia	Total Quantity	Unit Price	Total Price
1	6 inch Cured in Place Pipe Lining - Sanitary Televise, Clean & Line	L.F.		200	578	778	34.00	26,452.00
2	8 inch Cured in Place Pipe Lining - Sanitary Televise, Clean & Line	L.F.		2,357	1833	4,190	28.60	119,834.00
3	10 inch Cured in Place Pipe Lining - Sanitary Televise, Clean & Line	L.F.			1,255	1,255	24.00	30,120.00
4	12 inch Cured in Place Pipe Lining - Sanitary Televise, Clean & Line	L.F.		2,105	159	2,264	31.00	70,184.00
5	15 inch Cured in Place Pipe Lining - Sanitary Televise, Clean & Line	L.F.	451			451	47.00	21,197.00
6	24 inch Cured in Place Pipe Lining - Sanitary Televise, Clean & Line	L.F.			225	225	102.00	22,950.00
7	27 inch Cured in Place Pipe Lining - Sanitary Televise, Clean & Line	L.F.	3,417			3,417	135.00	461,295.00
8	Internal Service Lateral Reinstatements	Each	0	60	109	169	50.00	8,450.00
9	Protruding Tap Removal	Each	0			4	350.00	1,400.00
10	Test and Seal Lateral Service Connections, 36" Length	Each	0	60	20	80	340.00	27,200.00
11	Chemical Grout	GAL	0	5	5	10	24.00	240.00
12	8 inch Cured in Place Pipe Lining - Storm Televise, Clean & Line	L.F.	29		193	222	89.00	19,758.00
13	10 inch Cured in Place Pipe Lining - Storm Televise, Clean & Line	L.F.	467		386	853	42.00	35,826.00
14	12 inch Cured in Place Pipe Lining - Storm Televise, Clean & Line	L.F.	484		411	895	45.00	40,275.00

2017 Tri-Cities CIPP Sewer Lining

City of Batavia - Sanitary Sewer CIPP Lining Locations						
Location No.	Sanitary Sewer Segment		Length feet	Diameter inches	Laterals each	Street/Easement Location
	Upstream	Downstream				
1	22D-SS-031	22D-SS-036	356	6	9	E Wilson Street
2	22D-SS-036	22D-SS-035	357	8	9	E Wilson Street (IDOT Route 25)
3	22D-SS-035	22D-SS-010	382	8	6	E Wilson Street (IDOT Route 25)
4	22D-SS-010	22D-SS-009	37	12	1	E Wilson Street
5	22D-SS-033	22D-SS-018	222	6	2	N. Washington (IDOT Route 25)
6	15D-SS-006	15D-SS-007	401	8	9	Orion Rd
7	15D-SS-020	15D-SS-001	65	8	1	Orion Rd
8	15D-SS-001	15D-SS-002	83	8	2	Orion Rd
9	23A-SS-011	23A-SS-010	379	10	6	Spring St
10	23A-SS-010	23A-SS-009	226	10	6	Spring St
11	23A-SS-009	23A-SS-008	119	10	2	Spring St
12	23A-SS-008	23A-SS-007	72	10	2	Spring St
13	23A-SS-007	23A-SS-006	189	10	4	Spring St
14	23A-SS-006	23A-SS-005	270	10	5	Spring St
15	16D-SS-016	16D-SS-015	216	8	6	Britta Lane
16	16D-SS-015	16D-SS-013	329	8	6	Britta Lane
35	22E-SS-062	22E-SS-061	122	12	4	Main Street
36	22F-SS-070	22F-SS-021	225	24	4	Main Street
Totals			4050		109	

Total Sanitary Sewer CIPP by Pipe Size	
Total Length of 6-in San Sewer CIPP	578
Total Length of 8-in San Sewer CIPP	1833
Total Length of 10-in San Sewer CIPP	1255
Total Length of 12-in San Sewer CIPP	159
Total Length of 24-in San Sewer CIPP	225

Total Length 4050

City of Batavia - Storm Sewer CIPP Lining Locations						
Location No.	Storm Sewer Segment		Length feet	Diameter inches	Material	Street/Easement Location
	Upstream	Downstream				
1	22516	22515	38	8	VCP	N Jackson St
2	22515	26526	411	12	VCP	N Jackson St
3	26995	26994	27	8	VCP	N Jefferson St
4	26994	26993	12	10	VCP	N Jefferson St
5	26993	38741	340	10	VCP	N Jefferson St
6	38741	21785	34	10	VCP	N Jefferson St
7	22520	22519	38	8	VCP	N Jefferson St
8	22518	22519	53	8	VCP	N Jefferson St
9	22517	22519	37	8	VCP	N Jefferson St
Totals			990			

Total Storm Sewer CIPP by Pipe Size	
Total Length of 8-in San Sewer CIPP	193
Total Length of 10-in San Sewer CIPP	386
Total Length of 12-in San Sewer CIPP	411

Total Length 990

specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the Owner. The added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of Owner's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract can constitute such damages.

10. Provisions for Liquidated Damages are set forth in the Agreement.

11. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.

12. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.

- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

13. Each person signing the bid shall certify that:

- A. He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or
- B. He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.

14. The undersigned herein agrees that **at least 51% of the contracted work** will be completed by the General Contractor. Subcontractors may be used as long as their portion of the contracted work is the minority share of the project in cost. The use of subcontractors will also require the written approval of the City of Saint Charles, Geneva, and Batavia.

(If an Individual) Signature of Bidder: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Bidder _____

Business Address: _____

(Insert Names and addresses of all members of the Firm)

(If a Corporation) Corporate Name Hoerr Construction Inc. (SEAL)

Signature Max P. Hoerr II

President

Attested by: Max P. Hoerr II

Secretary

Business Address 1416 County Road 200 North

Goofield, IL 61742

(Insert Names of Officers) President Max P. Hoerr II

Secretary Max P. Hoerr II

Treasurer Robert J. Gilbride

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly ^{affirmed} ~~sworn~~, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that

Hoer Construction Inc
(Contractor)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

Hoer Construction Inc.
Name of Contractor

Max P. Hoer II
Signature

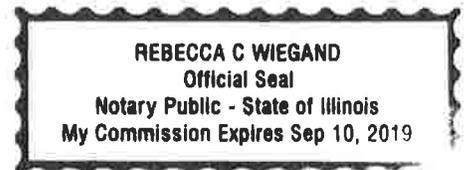
Max P. Hoer II
Print/Type Name

President
Title

Subscribed and ^{affirmed} ~~sworn~~ to before me this 9 day of August, 2017.

Rebecca C. Wiegand
Notary Public
9-10-19
Commission Expires

Notary Seal



CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257

OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly ~~sworn~~^{affirmed}, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and Dupage Counties, Illinois, that

Hoerr Construction Inc.
(Contractor)

complies with the Illinois Human Rights Act as amended by Section 2 – 105, Public Act 87 – 1257 in relation to employment and human rights.

Hoerr Construction Inc
Name of Contractor

Max P. Hoerr
Signature

Max P. Hoerr II
Print/Type Name

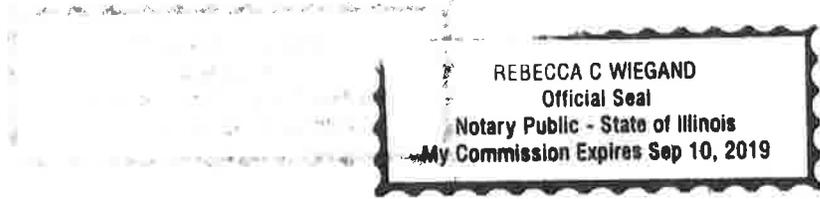
Resident
Title

Subscribed and ~~sworn~~^{affirmed} to before me this 9 day of August, 2017

Rebecca C. Wiegand
Notary Public

9-10-19
Commission Expires

Notary Seal



CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly ^{affirmed} sworn, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that Her Construction Inc (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

Her Construction Inc
Name of Bidder

By: M. P. Heintz

State of Illinois)

ss.

County of Tazewell

Subscribed and ^{affirmed} sworn to before me this 9 day of August, 2017.

Rebecca C. Wiegand

Notary Public

JH:cb





AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Hoerr Construction Inc
P O Box 65
Goodfield IL 61742

Surety:

(Name, Legal Status and Principal Place of Business)

West Bend Mutual Insurance Company
1900 S 18th St., P O Box 1995
West Bend WI 53095

Owner:

(Name, Legal Status and Address)

City of Geneva
22 South First Street
Geneva, IL 60134

Bond Amount: Ten percent of bid

Project:

(Name, location or address, and Project number, if any)

2017 Sanitary and Storm Sewer Lining - C.I.P.P.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Signed and sealed this 14th day of August, 2017

Suzanne M Hoerr
(Witness)

Barbara Rose
(Witness)

Hoerr Construction Inc
(Contractor as Principal) (Seal)

Mark Neust
(Title) President

West Bend Mutual Insurance Company
(Surety) (Seal)

Ronald A Koopman
(Title) Ronald A Koopman Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 14th day of August, 2017 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ronald A. Koopman**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Barbara Rose
(Notary Public)





2364080

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RONALD A KOOPMAN

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

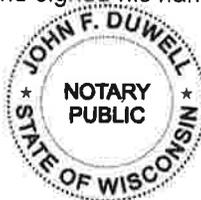
James J. Pauly
Secretary



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14 day of August, 2017



Dale J. Kent
Executive Vice President -
Chief Financial Officer

AGREEMENT

THIS AGREEMENT is dated as the ____ day of _____ in the year 2017 by and between the **City of Geneva, Illinois** (hereinafter called OWNER), and **Hoerr Construction, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents.

WORK is generally described as follows:

This project consists of approximately 2,660 linear feet of Sanitary Sewer Lining in various sizes of cured-in-place pipe lining (CIPP). Work shall include the lining of sanitary sewer as well as the reinstatement of service laterals, sanitary sewer cleaning and pre and post construction sanitary sewer televising. Geneva and Batavia will also require grouting of service laterals.

Article 2. ENGINEER

The City of Geneva, Illinois (hereinafter called OWNER), will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK shall be substantially complete within one hundred twenty (120) calendar days of the date when Contract Time commences to run as indicated in the Notice to Proceed and provided for in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within one hundred forty (140) calendar days of the date when Contract Time commences to run.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Final Completion until WORK is accepted by OWNER.** At the option of the OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

- 299 3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allow ability and eligibility of delay proposed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- 4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the OWNER, except as otherwise provided in the detailed specifications for each class of WORK.
- 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient cost and pricing data to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed, and the allow ability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the OWNER.
- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with Paragraph 14.07 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.

- 6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 6.7 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:
- 6.7.1 All provisions of federal, State and local law,
 - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
 - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and
 - 6.7.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.
- 6.8 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Contract, Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "2017 Sewer Lining Project".
- 7.9 Location Maps, consisting of "2017 Sewer Lining Project" as prepared by the City of St. Charles, Geneva, & Batavia.
- 7.10 Addenda No's 1 to 3, inclusive.
- 7.11 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement shall become effective on _____, 2017.

OWNER

CONTRACTOR

by _____

by _____

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by _____

by _____

City Clerk

(City Seal)

(Notary Seal)

Address for Giving Notices

Address for Giving Notices

City of Geneva
1800 South Street
Geneva, IL 60134

END 00500

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as the 18th day of Sept. in the year **2017** by and between the **City of Geneva, Illinois** (hereinafter called OWNER), and **Hoerr Construction, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents.

WORK is generally described as follows:

This project consists of approximately 2,660 linear feet of Sanitary Sewer Lining in various sizes of cured-in-place pipe lining (CIPP). Work shall include the lining of sanitary sewer as well as the reinstatement of service laterals, sanitary sewer cleaning and pre and post construction sanitary sewer televising. Geneva and Batavia will also require grouting of service laterals.

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- 6.7 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:
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 - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
 - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and
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- 8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

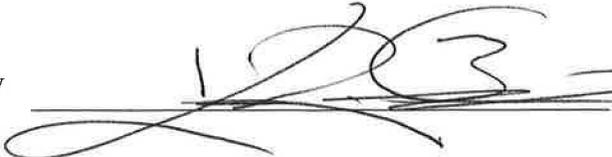
Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement shall become effective on 9-18, 2017.

OWNER

CONTRACTOR

by  by

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by 

(City Clerk

by _____

(City Seal)

(Notary Seal)

Address for Giving Notices

Address for Giving Notices

City of Geneva
1800 South Street
Geneva, IL 60134

END 00500