



DuPage County Illinois
 421 N. County Farm Road
 Wheaton, IL 60187-3978

DATE: 12/01/2015

TO 23690
 NORTHWEST GENERAL CONTRACTORS
 INC
 799 ROOSEVELT RD
 BUILDING 6 STE 110
 GLEN ELLYN IL 60137

630-665-3100
 630-665-3175

PURCHASE ORDER #: 1525-0001 SERV

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

| | |
|---------------------------|--------------|
| Reference # | |
| Effective Date | 12/01/2015 |
| Expiration Date | 06/30/2016 |
| Last Invoice Allowed Date | 12/30/2016 |
| Lifetime Max Amount | \$214,033.00 |

| |
|--|
| Vendor Agreement Reference: |
| SW-NORTHWEST GENERAL |
| Vendor Agreement Description: |
| SPRINGBROOK CREEK CULVERT REPLACEMENT |

| TERMS | | SHIP VIA | | UNIT PRICE | AGREEMENT MAX QTY | AGREEMENT MAX AMOUNT | |
|------------|---------------------------|----------|---|------------|-------------------|----------------------|--------------|
| SHIP TERMS | Freight included in Price | Best Way | | | | | |
| FRT TERMS | FOB Destination | | | | | | |
| LINE | QUANTITY | UOM | ITEM DESCRIPTION | | | | |
| 1 | 0 | | THIS CONTRACT PURCHASE ORDER IS FOR THE SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT, PER LOWEST RESPONSIBLE BID #15-140-DT, WHICH IS ATTACHED AND MADE APART HEREOF. SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT | | \$214,033.00 | 0.00 | \$214,033.00 |

Buyer Contact:
 Debra Thompson

Total Amount: \$214,033.00

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

████████████████████
 Authorized Signature

1525 JEW



PROCUREMENT REVIEW CHECKLIST

MinuteTraq (IQM2) ID# 5914

This form must accompany all County Purchase Requisitions.

| NEW PURCHASE ORDER REQUEST | | | |
|--|---|------------------|-----------------------|
| Dept. Requisition # | | CONTRACT TERM | June 30, 2016 |
| DATE SUBMITTED | 10/20/15 | REQUESTING DEPT. | Stormwater Management |
| VENDOR | Northwest General Contractors, Inc. | DEPT. CONTACT | Chris Vonnahme |
| VENDOR PHONE # | 630-665-3100 | CONTACT PHONE # | 630-407-6712 |
| DESCRIPTION OF PROCUREMENT / SCOPE OF WORK | Northwest General Contractors, Inc. was selected as the lowest, responsive, responsible bidder for the Springbrook Creek Culvert Replacement Project (Bid #15-140-DT) with a bid price of \$214,033.00. | | |
| REASON FOR PROCUREMENT | This project is to replace two failing culverts and perform grading improvements to prevent stormwater backups that are present during periods of heavy and intense rainfall. | | |
| BACKGROUND (HISTORY) | The Springbrook Creek Culvert Replacement Project was identified as part of the preferred alternative in an Addendum to the Springbrook Creek Watershed Plan that was approved by the Stormwater Management Committee and County Board in 2010. | | |

SOURCE OF FUNDING

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (FY & BUDGET CODE) 5000-1520-54060
- BUDGET TRANSFER (DATE) _____
- FUNDS FOR THIS PROCUREMENT HAVE BEEN IDENTIFIED IN BUDGET LINE _____

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE PER QUOTE # _____ (ATTACH QUOTE TABULATION)
- LOWEST RESPONSIBLE BIDDER PER BID # 15-140-DT (ATTACH BID TABULATION)
- PER COOPERATIVE PURCHASING AGREEMENT: _____ (STATE NAME OF COOPERATIVE)
- INTERGOVERNMENTAL AGREEMENT
- PUBLIC UTILITY (EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding)
- SOLE SOURCE ((ATTACH SOLE SOURCE JUSTIFICATION FORM) - EXEMPT FROM BIDDING PER DU PAGE COUNTY PURCHASING ORDINANCE, ARTICLE 4-102(5))
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding - Explain below: _____

BASIS OF DECISION MEMO (ATTACH DECISION MEMO)

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) INSTEAD OF BID. MOST QUALIFIED OFFEROR PER PROPOSAL # _____ (INCLUDE EVALUATION SUMMARY WITH DECISION MEMO)
- PROFESSIONAL SERVICES EXCLUDED PER 50 ILCS 510 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)
- OTHER PROFESSIONAL SERVICES (DETAIL VETTING PROCESS ON DECISION MEMO)
- EMERGENCY PROCUREMENT AUTHORIZED BY _____ DATE _____
- REQUEST WAIVER OF COUNTY BID RULES (ONLY ALLOWABLE TO STATUTORY LIMITS)
- OTHER THAN LOWEST RESPONSIVE, RESPONSIBLE SOLICITATION # _____

| | | | |
|--|-----------------|--|-----------------|
| CCV (6712) | | <u>10-21-15</u> | |
| PREPARED BY (initials and phone ext.) | DATE | RECOMMENDED FOR APPROVAL | DATE |
| | | | |
| REVIEWED BY | | | |
| BUYER | DATE | PROCUREMENT OFFICER | DATE |
| | <u>10-22-15</u> | | <u>10-22-15</u> |
| CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$25,000) | DATE | STATES ATTORNEY'S OFFICE (AS REQUIRED) | DATE |
| | <u>10-26-15</u> | | |
| CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000) | DATE | APPROVED | |
| | | NOV 10 2015 | |



Required Vendor Ethics Disclosure Statement

| | | | |
|-------------------|-------------------------------------|----------------|--------------|
| Company Name: | NORTHWEST GENERAL CONTRACTORS, INC. | | |
| Company Contact: | OMAR ALI | Contact Phone: | 630.665.5100 |
| Bid/Contract/ PO: | BED 15-140-DT | | |

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

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

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

| Recipient | Donor | Description (e.g., cash, type of item, in-kind service, etc.) | Amount/Value | Date Made |
|-----------|-------|---|--------------|-----------|
| NONE | | | | |
| | | | | |
| | | | | |

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

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

| Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid | Telephone | Email |
|--|-----------|-------|
| NONE | | |
| | | |
| | | |

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

Continuing disclosure is required, and I agree to update their disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

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

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____

Printed Name OMAR ALI

Title PRESIDENT

Date 10/7/15

Page 1 of _____ Failure to complete and return their form may result in delay or cancellation of the County's Contractual Obligation.



Required Vendor Ethics Disclosure Statement

| | | | |
|--------------------------|-------------------------------------|-----------------------|--------------|
| Company Name: | NORTHWEST GENERAL CONTRACTORS, INC. | | |
| Company Contact: | OMAR ALI | Contact Phone: | 630.665.3100 |
| Bid/Contract/ PO: | BID 15-140-DT | | |

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

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

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

| Recipient | Donor | Description (e.g., cash, type of item, in-kind service, etc.) | Amount/Value | Date Made |
|-----------|-------|---|--------------|-----------|
| NONE | | | | |
| | | | | |
| | | | | |

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

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

| Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid | Telephone | Email |
|--|-----------|-------|
| NONE | | |
| | | |
| | | |

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

Continuing disclosure is required, and I agree to update their disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

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

I hereby acknowledge that I have received and understand these requirements.

Authorized Signature

Printed Name

Title

Date

 OMAR ALI

 PRESIDENT

 10/7/15

Page 1 of _____

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



**COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE**

**BID #15-140-DT
FOR SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT
BID OPENING DATE: OCTOBER 7, 2015
2:00 P.M.**

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

| RESPONSIBLE BIDS: | TOTAL BASE BID | ITEMS ORDERED BY ENGINEER (IOBE) | CONTINGENCY | TOTAL BASE BID & IOBE: |
|-------------------------------|----------------|----------------------------------|-------------|------------------------|
| ALAMP | \$915,495.00 | \$19,700.00 | \$15,000.00 | \$935,195.00* |
| COMPENHAVER CONSTRUCTION | \$288,415.00 | \$15,430.00 | \$15,000.00 | \$303,845.00 |
| RAUSCH INFRASTRUCTURE | \$293,440.00 | \$21,025.00 | \$15,000.00 | \$314,465.00 |
| SWALLOW CONSTRUCTION | \$377,672.50 | \$21,582.50 | \$15,000.00 | \$399,255.00* |
| BOLDER | \$480,755.00 | \$23,900.00 | \$15,000.00 | \$504,655.00 |
| NORTHWEST GENERAL CONTRACTORS | \$198,493.00 | \$15,540.00 | \$15,000.00 | \$214,033.00* |
| TRINE | \$540,320.40* | \$25,250.50 | \$15,000.00 | \$565,570.90* |

*Corrected Total

BID OPENING ATTENDED BY:

Debby Thompson, CPPB, DuPage County Buyer
 Catlyn Hicks, DuPage County Division I
 Sarah Hunn, Stormwater Management
 Chris Vonnahme, Stormwater Management
 Anthony Rendina, Swallow Construction
 Anthony Rausch, Rausch Infrastructure
 Karly Quillinan, Copenhaver Construction, Inc.
 Dan Heinz, LMCC
 MaryAnne Behrends, Trine Construction Corporation
 Doug Abbey, Bolder Contractors, Inc.
 Mike Bowen, Norstest General Constructors, Inc.

| | | | | | |
|-------------------|-----|---|----|-------------------------------|---|
| INVITATIONS SENT: | 157 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 35 | TOTAL BID RESPONSES RECEIVED: | 7 |
|-------------------|-----|---|----|-------------------------------|---|

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

| | | | |
|-------------------------------|-------------------------------------|--------------------------|--|
| Entity Name | NORTHWEST GENERAL CONTRACTORS, INC. | File Number | 62025344 |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 02/04/2002 | State | ILLINOIS |
| Agent Name | SYED VIQAR AHMED | Agent Change Date | 04/27/2011 |
| Agent Street Address | 799 E ROOSEVELT RD BLDG 3-107 | President Name & Address | OMAR ALI 799 E ROOSEVELT RD BLDG 6-110 GLEN ELLYN IL 60137 |
| Agent City | GLEN ELLYN | Secretary Name & Address | FATIMA NAZEER SAME |
| Agent Zip | 60137 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 02/03/2015 | For Year | 2015 |

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

COUNTY OF DuPAGE, ILLINOIS
BID # 15-140-DT
SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT
BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

| | | | |
|-----------------------|--|---------------|-------------------|
| Full Name of Bidder | NORTHWEST GENERAL CONTRACTORS, Inc. | | |
| Main Business Address | 799 EAST ROOSEVELT ROAD, BUILDING 6 - UNIT 110 | | |
| City, State, Zip Code | GLENN ELLIOTT, ILLINOIS 60137 | | |
| Telephone Number | 630-665-3100 | Email Address | OMAR.ALI@NWGC.NET |
| Bid Contact Person | OMAR ALI | | |

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

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

herein after _____ the members of the Partnership or Officers of the Corporation are as follows:

| | |
|--|---|
| _____ <small>(President or Partner)</small> | _____ <small>(Vice-President or Partner)</small> |
| _____ <small>(Secretary or Partner)</small> | _____ <small>(Treasurer or Partner)</small> |

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

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

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

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

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

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

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

SCHEDULE OF QUANTITIES

| BASE BID | | | | |
|---|-------|----------------|------------|---------------------|
| ITEM | UNIT | TOTAL QUANTITY | UNIT PRICE | TOTAL COST |
| Mobilization/Demobilization | LS | 1 | 10,250.00 | \$ 10,250.00 |
| Traffic Control and Protection | LS | 1 | 17,000.00 | \$ 17,000.00 |
| Dewatering & Bypass Pumping | LS | 1 | 16,000.00 | \$ 16,000.00 |
| Temporary Sediment Barrier Fence (Silt Fence) | LF | 600 | 3.00 | \$ 1,800.00 |
| Temporarily Relocate Mailbox | EA | 2 | 150.00 | \$ 300.00 |
| Tree Protection | EA | 4 | 400.00 | \$ 1,600.00 |
| Tree Removal | EA | 6 | 815.00 | \$ 4,890.00 |
| Bank Debris Removal | LF | 40 | 125.00 | \$ 5,000.00 |
| Gravel Removal | SY | 370 | 1.00 | \$ 370.00 |
| Culvert Removal | LF | 65 | 35.00 | \$ 2,275.00 |
| In-Stream Material Removal | CY | 115 | 45.00 | \$ 5,175.00 |
| Culvert Bedding, 6" (IDOT CA-3) | CY | 11 | 185.00 | \$ 2,035.00 |
| Precast Culvert | LF | 34 | 2022.00 | \$ 68,748.00 |
| Precast Retaining Wall | LF | 40 | 155.00 | \$ 6,200.00 |
| Guardrail | LF | 80 | 50.00 | \$ 4,000.00 |
| Traffic Barrier Terminal | EA | 4 | 1,000.00 | \$ 4,000.00 |
| Drainage Scupper | EA | 4 | 200.00 | \$ 800.00 |
| Controlled Low Strength Material (CLSM) | CY | 30 | 300.00 | \$ 9,000.00 |
| Cutoff Wall | LF | 20 | 170.00 | \$ 2,400.00 |
| HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 | TON | 41 | 150.00 | \$ 6,150.00 |
| HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 | TON | 31 | 150.00 | \$ 4,650.00 |
| Aggregate Base Course, Type B, 4" | SY | 370 | 15.00 | \$ 5,550.00 |
| IDOT CA-6 Gradation | CY | 15 | 75.00 | \$ 1,125.00 |
| Riprap RR4 | SY | 135 | 75.00 | \$ 10,125.00 |
| Filter Fabric | SY | 135 | 3.00 | \$ 405.00 |
| Street Cleaning | DAY | 10 | 100.00 | \$ 1,000.00 |
| Seeding - Upland Woodland Seed Mix | SY | 90 | 11.00 | \$ 990.00 |
| Seeding - IDOT Class 2a | SY | 20 | 11.00 | \$ 220.00 |
| Erosion Control Blanket | SY | 110 | 8.50 | \$ 935.00 |
| Construction Layout and As-Built Survey | LS | 1 | 2,500.00 | \$ 2,500.00 |
| Maintenance and Monitoring of Buffer Area | Years | 3 | 1,000.00 | \$ 3,000.00 |
| TOTAL BASE BID | | | | \$198,492.00 |

COUNTY OF DU PAGE, ILLINOIS

| ITEMS ORDERED BY ENGINEER (IOBE) | | TOTAL | UNIT | TOTAL |
|---|------|----------|--------|--------------------------------|
| ITEM | UNIT | QUANTITY | PRICE | COST |
| HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 | TON | 10 | 175.00 | \$ 1,750.00 |
| HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 | TON | 10 | 175.00 | \$ 1,750.00 |
| Aggregate Base Course, Type B, 4" | SY | 50 | 15.00 | \$ 750.00 |
| Temporary Sediment Barrier Fence (Silt Fence) | LF | 50 | 3.00 | \$ 150.00 |
| Rip Rap RR4 | SY | 20 | 78.00 | \$ 1,560.00 |
| Bank Debris Removal | LF | 40 | 122.00 | \$ 4,880.00 |
| Gravel Removal | SY | 50 | 1.00 | \$ 50.00 |
| Native Trees, 2" caliper | EA | 10 | 375.00 | \$ 3,750.00 |
| Native Shrubs, 5 gal. | EA | 20 | 45.00 | \$ 900.00 |
| TOTAL ITEMS ORDERED BY ENGINEER (IOBE) | | | | \$ 15,570.00 <i>MSB</i> |
| CONTINGENCY | | | | \$ 15,000.00 |

BID AWARD CRITERIA:

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

The undersigned hereby proposes to provide all labor, services and materials necessary in accordance with the specifications and construction documents of Bid #15-140-DT as follows:

Bid Prices:

| | | |
|-------------------------------------|----|------------|
| TOTAL BASE BID: | \$ | 198,493.00 |
| ITEMS ORDERED BY ENGINEERING (IOBE) | \$ | 1,5540.00 |
| *CONTINGENCY: | \$ | 15,000.00 |
| TOTAL BASE BID & IOBE: | \$ | 229,633.00 |

24,033.00
 214,033.00

~~TWO HUNDRED TWENTY-NINE THOUSAND~~
~~THIRTY-THREE~~

Dollars and ZERO Cents

(Print or Type)

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

STARTING AND COMPLETION:

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

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

BID MUST BE SIGNED FOR CONSIDERATION

X 

(Signature and Title) PRESIDENT

CORPORATE SEAL
(If available)

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

Subscribed and Sworn to before me this _____ day of _____ AD, 2015

My Commission Expires: _____
(Notary Public)

The Ethics Disclosure Statement on the following page must be filled out and signed by the bidder. Signature of Bidder authorizes the County of DuPage to verify business references.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 2.

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

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

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

5 Address (number, street, and apt. or suite no.)
799 ROOSEVELT ROAD, BUILDING 6, SUITE 110

6 City, state, and ZIP code
GLEN ELLYN, IL 60137

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

| | | | | | | |
|--|--|--|---|--|--|--|
| | | | - | | | |
|--|--|--|---|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 6 | - | 4 | 1 | 4 | 7 | 3 | 6 | 4 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ **10/7/15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

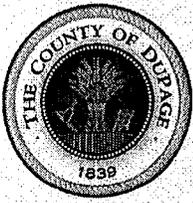
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6184 Fax: (630) 407-6201
Email: dthompson@dupageco.org

NOTICE OF AWARD

November 13, 2015

Northwest General Contractors, Inc.
Mr. Omar Ali
799 East Roosevelt Road, Building 6, Unit 110
Glen Ellyn, IL 60137

SUBJECT: BID #15-140-DT, SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT

Dear Mr. Ali:

The County has considered the Proposal submitted by you for the above-described project in response to its Invitation to Bid dated September 2, 2015.

You are hereby notified that your Bid in the amount of \$214,033.00 was accepted by the DuPage County Board at their meeting of November 10, 2015.

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

Sincerely,

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

ACCEPTANCE OF NOTICE

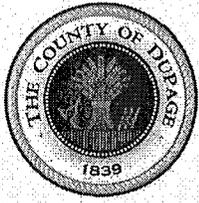
Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Northwest General Contractors Inc.
(Name of Firm)

this 13th day of November, 2015.

By: _____

Title: President.



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6184 Fax: (630) 407-6201
Email: dthompson@dupageco.org

NOTICE TO PROCEED

December 7, 2015

Northwest General Contractors, Inc.
Mr. Omar Ali
799 East Roosevelt Road, Building 6, Unit 110
Glen Ellyn, IL 60137

SUBJECT: BID #15-140-DT, SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT

Dear Mr. Ali:

You are hereby notified to commence the work in accordance with the Agreement dated December 1st, 2016.

The date of final completion of all the work is in accordance with the agreed upon completion date.

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

Thanks you!

Sincerely,
Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

**DuPAGE COUNTY, ILLINOIS
AGREEMENT**

PROJECT NAME: SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT

THIS AGREEMENT, made this 10th day of November, 2015, by and between DuPage County, Illinois, hereinafter called "County" or "Owner" and Northwest General Contractors, Inc. hereinafter called "Contractor".

WITNESSETH:

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

WHEREAS, the County did on the 10th day of November, 2015, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

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

ARTICLE I- Work To Be Done By Contractor

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

ARTICLE II- Contract Documents

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

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions
4. Bid Form/Signature
5. Special Conditions of Contract
6. Agreement (This Instrument)
7. Contract Drawings
8. Contract Specifications
9. Additional General Conditions of the Contract
10. All Bonds mentioned or referred to in the foregoing Documents
11. Any and all other Documents or Papers included or referred to in the foregoing Documents
12. Any and all Addenda

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

ARTICLE III-Contract Prices, Contract Sum and Payment

County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the total base bid contract sum, namely: Two Hundred Fourteen Thousand Thirty Three Dollars and no Cents \$214,033.00.



The Contract Price aforesaid constitutes the Contract Sum.

ARTICLE IV - Payment

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

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

ARTICLE V - Contract Enforcement - Attorney's Fees

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

ARTICLE VI - Severability Clause

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

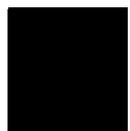
ARTICLE VII - Governing Law

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

ARTICLE VIII - Conflict Between Component Parts of Contract

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

1. Addendum
2. General Conditions of the Contract
3. Special Conditions of the Contract
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation for Bids
8. Bid Form
9. Agreement (This Instrument)
10. Additional General Conditions of the Contract
11. Any and all other Document or Papers included or referred to the foregoing documents.



This Contract is intended to conform in all respects to applicable regulation, laws, ordinances, and statutes of the State of Illinois and governmental unit in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith the said statute shall govern.

ARTICLE IX-Starting and Completion

The contractor shall substantially complete (as defined in the General conditions) **all of the work on the above cited project in accordance with the agreed upon completion date.** The contractor shall furnish and deliver to the county all things which are required of it by the Bidding Documents prior to the County's issuing a Notice to Proceed.

All work covered under this agreement shall be substantially completed as specified in the contract documents.

ARTICLE X-Commitment

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

ARTICLE XI-Grant Funding

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

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

ARTICLE XII-Liquidated Damages

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

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

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

END OF AGREEMENT ARTICLES



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

Contractor Name Northwest General Contractors Inc.

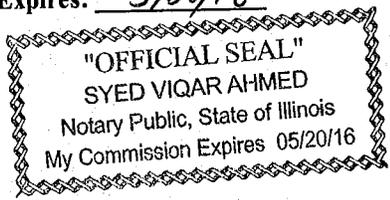
By [Redacted] (SEAL)
(Signature of Officer)

Title President.

Date 11-30-15

Subscribed and Sworn to before me this 30th day of NOVEMBER AD, 2015

[Redacted] My Commission Expires: 5/20/16
(Notary Public)



County of DuPage, Illinois

By: [Redacted] Date: 12-1-2015
Procurement Officer

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

IMPORTANT

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

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

**DuPAGE COUNTY, ILLINOIS
AGREEMENT**

PROJECT NAME: SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT

THIS AGREEMENT, made this 10th day of November, 2015, by and between DuPage County, Illinois, hereinafter called "County" or "Owner" and Northwest General Contractors, Inc. hereinafter called "Contractor".

WITNESSETH:

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

WHEREAS, the County did on the 10th day of November, 2015, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

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

ARTICLE I- Work To Be Done By Contractor

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

ARTICLE II- Contract Documents

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

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions
4. Bid Form/Signature
5. Special Conditions of Contract
6. Agreement (This Instrument)
7. Contract Drawings
8. Contract Specifications
9. Additional General Conditions of the Contract
10. All Bonds mentioned or referred to in the foregoing Documents
11. Any and all other Documents or Papers included or referred to in the foregoing Documents
12. Any and all Addenda

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

ARTICLE III-Contract Prices, Contract Sum and Payment

County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the total base bid contract sum, namely: Two Hundred Fourteen Thousand Thirty Three Dollars and no Cents \$214,033.00.

The Contract Price aforesaid constitutes the Contract Sum.

ARTICLE IV-Payment

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

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

ARTICLE V- Contract Enforcement - Attorney's Fees

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

ARTICLE VI - Severability Clause

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

ARTICLE VII - Governing Law

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

ARTICLE VIII-Conflict Between Component Parts of Contract

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

1. Addendum
2. General Conditions of the Contract
3. Special Conditions of the Contract
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation for Bids
8. Bid Form
9. Agreement (This Instrument)
10. Additional General Conditions of the Contract
11. Any and all other Document or Papers included or referred to the foregoing documents.

This Contract is intended to conform in all respects to applicable regulation, laws, ordinances, and statutes of the State of Illinois and governmental unit in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith the said statute shall govern.

ARTICLE IX-Starting and Completion

The contractor shall substantially complete (as defined in the General conditions) **all of the work on the above cited project in accordance with the agreed upon completion date.** The contractor shall furnish and deliver to the county all things which are required of it by the Bidding Documents prior to the County's issuing a Notice to Proceed.

All work covered under this agreement shall be substantially completed as specified in the contract documents.

ARTICLE X-Commitment

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

ARTICLE XI-Grant Funding

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

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

ARTICLE XII-Liquidated Damages

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

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

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

END OF AGREEMENT ARTICLES

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

Contractor Name Northwest General Contractors Inc.

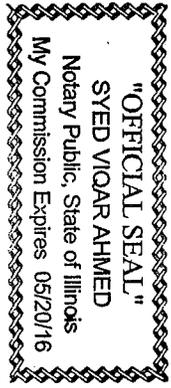
By [Redacted] (SEAL)
(Signature of Officer)

Title President

Date 11-16-15

Subscribed and Sworn to before me this 16th day of November AD, 2015

[Redacted] My Commission Expires: 05/20/2016
(Notary Public)



County of DuPage, Illinois

By: [Redacted] Date: 12-1-2015
Procurement Officer

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

IMPORTANT

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

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



CERTIFICATE OF LIABILITY INSURANCE

NORTHG1

OP ID: RV

DATE (MM/DD/YYYY)

11/19/2015

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

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

| | | |
|--|--|------------------------|
| PRODUCER Rothschild Agency, Inc 8979 Broadway Merrillville, IN 46410- Michael A. Kaim, CIC | CONTACT NAME: Michael A. Kaim, CIC PHONE (A/C, No, Ext): 219-769-6616 E-MAIL ADDRESS: | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Northwest General Contractors Inc. Omar Ali 799 Roosevelt Rd, Bldg 6, #110 Glen Ellyn, IL 60137 | INSURER A: Secura Insurance Co. | NAIC # 22543 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | | 20CP3135990 | 03/21/2015 | 03/21/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | | 20A3135991 | 03/21/2015 | 03/21/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | 20CU3135992 | 03/21/2015 | 03/21/2016 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 20WC3219942 | 03/21/2015 | 03/21/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | AUTO HIRED PHY DMG | | | 20A3135991 | 03/21/2015 | 03/21/2016 | LIMIT 40,000 |
| A | LEASE/RENTED EQUIP | | | 20CP3135990 | 03/21/2015 | 03/21/2016 | LIMIT 250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: BID #15-140-DT, SPRINGBROOK CREEK CULVERT REPLACEMENT PROJECT
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY & BUSINESS AUTO LIABILITY ARISING OUT OF OPERATIONS PERFORMED FOR CERT HOLDER BY/BEHALF OF NAMED INSURED. (COPIES BLKT AI ENDORSEMENTS AATACHED)
 OFFICERS OMAR ALI & SYED ALI ARE EXCLUDED FROM WORKERS COMPENSATION COVERAGE

| | |
|--|--|
| CERTIFICATE HOLDER COUNTY OF DUPAGE PROCUREMENT SERVICES DIVISION 421 N COUNTY FARM RD-RM 3-400 WHEATON, IL 60187 | 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  |
|--|--|

© 1988-2010 ACORD CORPORATION. All rights reserved.

ADDITIONAL INSURED SCHEDULED CONTRACTORS

This endorsement changes your policy. Please read it carefully.

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

SCHEDULE

| |
|--|
| Name of Person or Organization: As Per Written Contract |
| Location And Description of Operations: As Per Written Contract |
| Additional Premium: |

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

1. Additional Insured - Operations

A. Operations Performed for an Additional Insured

Who Is An Insured is amended to include as an additional insured any person or organization shown in the schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ongoing operations for the additional insured at the location(s) designated and described in this endorsement.

B. Limitations

The Operations Performed for Additional Insured coverage is limited as follows:

1. This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The Limits of Insurance applicable to the additional insured are those specified in any written contract or agreement with that additional insured or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

2. Additional Insured – Completed Operations

A. Additional Insured – Completed Operations

Who Is An Insured is amended to include as an additional insured any person or organization shown in the schedule, but only with respect to "bodily injury" or "property damage", arising out of "your work" performed for that additional insured at the location(s) designated and described in this endorsement and included in the "products-completed operations hazard".

B. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

1. A person or organization's status as an insured under Additional Insured - Completed Operations continues only for the period of time required by any written contract or agreement. A person's or organization's status as an additional insured under this endorsement will not apply beyond five years from the completion of "your work" on the scheduled project(s) if no time period is required by a written contract or agreement.
2. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
3. The Limits of Insurance applicable to the additional insured are those specified in any written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
4. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by any written contract or agreement.

3. Primary and Noncontributory

As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless when you and such person or organization have agreed in writing in a contract or agreement that specifically requires this insurance be either primary or primary and noncontributory.

4. Insured Contract Definition Provision

The Amendment of Insured Contract Definition (Form CG 2426 0704) does not apply to the person or organization scheduled on this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS LIABILITY COVERAGE FORM

1. Additional Insured When Required by Written Construction Contract

A. Operations Performed for an Additional Insured

Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends when your operations for that additional insured are completed.

B. Limitations

The Operations Performed for an Additional Insured coverage is limited as follows:

1. This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

2. Additional Insured When Required by Written Construction Contract – Completed Operations

A. Additional Insured - Completed Operations

WHO IS INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

B. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

1. A person or organization's status as an insured under Additional Insured - Completed Operations continues only for the period of time required by the written contract or agreement. If no time period is required by the written contract or agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of:
 - a. The period of time required by the written contract or agreement; or
 - b. Five years from the completion of "your work" on the project which is the subject of the written contract or agreement.
2. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
4. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or agreement.

3. Primary and Noncontributory

As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in 1. and 2., above specifically requires that this insurance be either primary or primary and noncontributory.

4. Waiver of Transfer of Rights of Recovery Against Others to Us

LIABILITY CONDITIONS; Transfer of Rights of Recovery Against Others to Us, is amended by adding the following:

We waive any right of recovery we may have to recover we make for all or part of any payment we have made under this Coverage Part arising out of "your work" under a written contract or agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

5. Amendment – Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

AUTO ADDITIONAL INSURED WRAP

This endorsement changes your policy. Please read it carefully.

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

(a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV -- BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.



Document A312™ – 2010

Payment Bond

Bond #2195403

CONTRACTOR:

(Name, legal status and address)

Northwest General Contractors, Inc.
799 East Roosevelt Road, Bldg 6, Unit 110
Glen Ellyn, IL 60137

SURETY:

(Name, legal status and principal place of business)

North American Specialty
Insurance Company
475 N. Martingale Road, #1200
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)

County of DuPage
421 North County Farm Road, Room 3-400
Wheaton, IL 60187

CONSTRUCTION CONTRACT

Date: November 10, 2015

Amount: \$214,033.00

Description: Bid #15-140-DT, Springbrook Creek Culvert Replacement Project
(Name and location)

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.

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

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

BOND

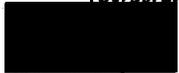
Date: November 18, 2015

(Not earlier than Construction Contract Date)

Amount: \$ 214,033.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:  *(Corporate Seal)*

SURETY

Company:  *(Corporate Seal)*

Signature:

Name and Title: **OMAR ALI - PRESIDENT**

Signature:

Name and Title: David A. Kotula, Attorney-in-fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Kotula Group /
The Rockwood Company
20 N Wacker, Ste 960
Chicago, IL 60606
312-459-0631

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

init.

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

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

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

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

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

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2** have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

Int.

AIA Document A312™ - 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

3

(1850895721)

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

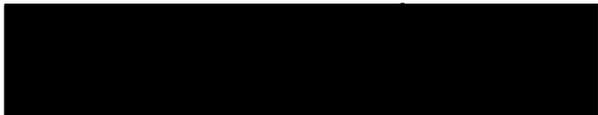
Name and Title: _____

Address: _____

Acknowledgement of Corporate Surety

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 18th day of November 2015, before me personally
appeared David Kotula, to me known, who, being by me duly sworn,
did dispose and say: that he reside(s) at Chicago, IL that he is/are the
Attorney-in-fact of North American Specialty Insurance Company, the corporation
described in and which executed and annexed instrument; that he know(s) the corporate
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it
was so affixed by the order of the Board of Directors of said corporation; that he signed
the same name(s) thereto by like order; and that the liabilities of said corporation do not
exceed its assets as ascertained in the manner provided by law.



(Notary Public in and for the above County and State)



My Commission Expires 03/31/2018

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOSEPH MADERAK, SUSAN M. PREISSING, KATHY RZEPA,
DAVID A. KOTULA, and ROBERT WALKER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Redacted]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Redacted]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of December, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 15th day of December, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of November, 2015.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



AIA[®]

Document A312™ – 2010

Performance Bond

Bond #2195403

CONTRACTOR:

(Name, legal status and address)

Northwest General Contractors, Inc.
799 East Roosevelt Road, Bldg 6, Unit 110
Glen Ellyn, IL 60137

SURETY:

(Name, legal status and principal place of business)

North American Specialty
Insurance Company
475 N. Martingale Road, #1200
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)

County of DuPage
421 North County Farm Road, Room 3-400
Wheaton, IL 60187

CONSTRUCTION CONTRACT

Date: November 10, 2015

Amount: \$ 214,033.00

Description: Bid #15-140-DT Springbrook Creek Culvert Replacement Project
(Name and location)

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.

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

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

BOND

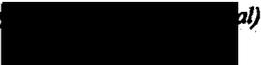
Date: November 18, 2015

(Not earlier than Construction Contract Date)

Amount: \$ 214,033.00

Modifications to this Bond: None See Section 16

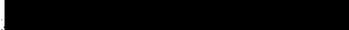
CONTRACTOR AS PRINCIPAL

Company:  *(al)*

SURETY

Company:  *(Corporate Seal)*

Signature: 

Signature: 

Name and Title: *OMAR ALI - PRESIDENT*

Name and Title: David A. Kotula, Attorney-in-fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Kotula Group /
The Rockwood Company
20 N. Wacker Drive, Ste 960
Chicago, IL 60606
312-459-0631

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

(1148016688)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

init.

AIA Document A312™ - 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

2

(1148016888)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Requisition 25k and over

SM-P-0562-15

AWARDING RESOLUTION
ISSUED TO NORTHWEST GENERAL CONTRACTORS, INC.
CONTRACT AMOUNT (\$214,033.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Springbrook Creek Culvert Replacement Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Springbrook Creek Culvert Replacement Project for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Northwest General Contractors, Inc., 799 East Roosevelt Road, Unit 110, Glen Ellyn, Illinois 60137 for the total contract amount of \$214,033.00 per lowest responsible Bid # 15-140.

Enacted and approved this 10th day of November, 2015 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
PAUL HINDS, COUNTY CLERK



PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

| NEW PURCHASE ORDER REQUEST | | | |
|--|--------------|-------------------------|-----------------------|
| DATE SUBMITTED | | CONTRACT TERM | JUNE 30, 2016 |
| CONTRACT TOTAL AMOUNT | \$214,033.00 | REQUESTING DEPT. | STORMWATER MANAGEMENT |
| SOLICITATION METHOD FOR SOURCE SELECTION | | | |

No Decision Memo Required Lowest Responsible Bidder - See attached tabulation

| | | |
|---------------------------------|---------|--------------------|
| Jan Janowicz | Pending | |
| Tony Charlton | Pending | |
| Kathy Ostrowski | Pending | |
| John Meneghini | Pending | |
| Paul Rafac | Pending | |
| Tom Cuculich | Pending | |
| Kathy Ostrowski | Pending | |
| Stormwater Management Committee | Pending | 11/03/2015 7:30 AM |
| Finance Committee | Pending | 11/10/2015 6:00 PM |
| County Board | Pending | 11/10/2015 7:00 PM |