

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE VILLAGE OF GLEN ELLYN
\$245,000
PROJECT NUMBER CDBG-DR-08

This AGREEMENT is entered into as of the 24th day of February, 2016, by and between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the VILLAGE OF GLEN ELLYN, an Illinois Municipal Corporation, (hereinafter called "SUBGRANTEE") having a principal place of business at 535 Duane Street, Glen Ellyn, IL 60137.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Disaster Relief Appropriations Act, 2013”, “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, The COUNTY was awarded \$31,526,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds in accordance with the Disaster Relief Appropriations Act, 2013 (Public Law) 113-2, such funds being made available through the U.S. Department of Housing and Urban Development (HUD) to assist disaster recovery efforts in response to a declared major flooding disaster occurring in DuPage County in April, 2013; and

WHEREAS, these funds are governed by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter called “ACT”) and additional waivers and provisions promulgated by HUD through notices in the Federal Register from time to time (hereinafter the “NOTICES”); and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved an application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG-DR funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein (“CDBG-DR FUNDS”); and

WHEREAS, the County Board approved this project on September 23, 2014 as part of Amendment Number 1 to the Action Plan for CDBG Disaster Recovery Funds under Resolution #DC-R-0257-14; and

WHEREAS, COUNTY and SUBGRANTEE enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

II. SCOPE OF THE PROJECT

- A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, and submitted by the SUBGRANTEE, entitled Lake Ellyn Outlet Control Structure Replacement, hereinafter called "PROJECT") in the Village of Glen Ellyn.
- B. The purpose of the activities funded pursuant to this AGREEMENT is to construct a replacement outlet control structure at the north end of Lake Ellyn. The scope of the activities for the project for which SUBGRANTEE will be reimbursed includes:
 - 1. The installation of a 4-foot by 4-foot motor-controlled sluice gate within a new 19-foot by 29-foot cast-in-place reinforced concrete outlet control structure to improve pipe outflow capacity from Lake Ellyn during times of high precipitation.
 - 2. The construction work will also include protective fencing and sediment control devices; de-watering of Lake Ellyn; connection of two outlet pipes; cured in place pipe lining; modification of a downstream junction chamber; concrete sidewalk; electric service; re-filling Lake Ellyn; and site restoration.
 - 3. Reimburse for other costs associated with the PROJECT that are consistent with the scope and intent of the PROJECT and are pre-approved by CDC staff.
- C. SUBGRANTEE hereby certifies that:
 - 1. The PROJECT is necessary because of impact from the flood event of April, 2013;
 - 2. SUBGRANTEE received no other funding through insurance, National Flood Insurance Program (NIFP), Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), other State or local funding (except funds

to be used as leveraging in the PROJECT), or other Red Cross, Salvation Army, non-profit, private sector or charitable funding to complete the PROJECT;

3. SUBGRANTEE has in place proficient financial controls and procurement processes to complete PROJECT in a manner that complies with the terms of this AGREEMENT, the ACT and the NOTICES.
4. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the Community Development Block Grant – Disaster Recovery program in accordance with the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at CFR Part 200 currently in effect and as amended from time to time (“Super Circular”).
5. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.
6. The SUBGRANTEE shall submit the Bid Specifications and plans to the CDC office for staff’s approval prior to advertising in a local newspaper and any construction media.
7. The SUBGRANTEE shall include in the invitation for bids, the statement "Minorities and women contractors are encouraged to submit bids." The SUBGRANTEE shall publicly advertise in a local newspaper and any construction media specifically inviting MBE/WBE firms to submit bids. The SUBGRANTEE shall also specifically invite businesses defined as “Section 3” from a list provided by the Community Development Commission.
8. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
9. The SUBGRANTEE shall provide the CDC office with a copy of the classified advertisement and the results from the bid opening.
10. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there are sound documented reasons.
11. The SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the Community Development Block Grant Program in accordance with Title 29 of the Code of Federal Regulations, part 5.
12. After the start of construction, the SUBGRANTEE shall provide to the CDC Staff weekly reports from the contractor and/or subcontractor(s) relative to the work performed by them at the PROJECT site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractor(s) at the PROJECT site.

13. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC Office.
14. SUBGRANTEE shall erect a sign in a prominent place at the PROJECT site crediting the DuPage Community Development Commission and HUD for funding of the PROJECT by including the following statement:

"Funding for this PROJECT has been provided, in part, by the DuPage Community Development Commission from the U.S. Department of Housing and Urban Development's Community Development Block Grant – Disaster Recovery Program."
15. The SUBGRANTEE and all contractors/subcontractors directly under contract with the SUBGRANTEE shall register and maintain an active registration in the Federal System for Award Management (SAM). The registration for each entity must also indicate that the entity is not excluded from participating in Federal projects.
16. Any corporation or partnership paid for services under this AGREEMENT must be in good standing with the State of Illinois.
17. The SUBGRANTEE shall complete Conflict of Interest Forms and notify the Community Development Commission immediately if a Conflict of Interest has been identified. The SUBGRANTEE shall also require any contractor/subcontractor directly under contract to SUBGRANTEE to complete Conflict of Interest Forms to be returned to the Community Development Commission.
18. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an exception to this provision must be made, in writing, to the CDC Office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY. It is not anticipated that this project will generate program income.

III. AMOUNT AND TERMS OF GRANT

- A. The COUNTY shall reimburse eligible PROJECT costs to SUBGRANTEE, a maximum of TWO HUNDRED FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$245,000.00) in CDBG-DR GRANT FUNDS to be paid in the manner set forth herein in Section VII and in Exhibit "A", pending availability and receipt of funds from HUD.
- B. This PROJECT shall be identified as CDC Agreement No. CDBG-DR-08. This identifying number shall be used by SUBGRANTEE on all payment requests.

- C. Grant funds for this PROJECT are awarded based on the ratio of the granted amount, TWO HUNDRED FORTY FIVE THOUSAND and 00/100 Dollars (\$245,000.00), and the total project cost, TWO HUNDRED FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$245,000.00), as provided in the application. The ratio of these two figures establishes the amount split between the COUNTY and the SUBGRANTEE. For this PROJECT, the COUNTY is committed to 100% and the SUBGRANTEE is responsible for 0% of each payment request and evidence of said funds shall be made conspicuous within the written request and accompanying documents.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT AND NOTICES

- A. COUNTY shall assist SUBGRANTEE in complying with the ACT, the rules and regulations promulgated for implementation of the ACT, and the NOTICES.
- B. SUBGRANTEE agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT, as identified in Exhibit "A" attached hereto and made a part hereof, and by the NOTICES.
- C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable to complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit "B" attached hereto and made a part hereof.
- D. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
 - 1. The COUNTY has complied with 24 CFR part 58 and has completed the environmental review required.
 - 2. A release of funds was received from HUD on December 16, 2015.
- E. The SUBGRANTEE, in performing under this AGREEMENT, shall:
 - 1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and
 - 2. Take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

- F. SUBGRANTEE agrees and authorizes CDC and the U. S. Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with the provisions set forth in Paragraph E above. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the non-discriminatory clause set forth in Paragraph F above.
- G. SUBGRANTEE agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the PROJECT or payments made pursuant to this AGREEMENT.
- H. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.
- I. SUBGRANTEE shall maintain records to show actual time devoted (if applicable) and costs incurred in relation to the PROJECT and shall prepare and submit progress reports (in accordance with Paragraph VIII. B.) which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days prior written notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. If requested by the Community Development Commission, the SUBGRANTEE shall prepare monthly progress reports.
- J. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular"). SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the AGREEMENT."
- K. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.
- L. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect performance under this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.

- M. SUBGRANTEE shall transfer to the COUNTY any CDBG-DR funds on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT expires.
- N. SUBGRANTEE will ensure that any real property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG-DR funds in excess of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000) is used to meet the benefit of low and moderate income persons, or persons located in a service area that is defined as urgent need as defined by HUD, for a compliance period of five (5) years after the expiration of the AGREEMENT.
- O. If during the five (5) year compliance period after the expiration of this AGREEMENT, the SUBGRANTEE disposes of any property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with GRANT FUNDS in an amount in excess of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000), then the SUBGRANTEE will reimburse the COUNTY in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property.

V. RIGHTS TO SUBCONTRACT

- A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planners, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE.
- B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR 570.200(d)(2) and 2 CFR Part 200.

VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of GRANT FUNDS for the PROJECT.
- B. After the COUNTY has received notification that GRANT FUNDS for the PROJECT have been released by HUD, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.
- C. COUNTY agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT.

VII. BILLING PROCEDURE

- A. Upon release of GRANT FUNDS by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as reimbursement for costs incurred by SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE shall comply with the following requirements:

1. The SUBGRANTEE shall provide the CDC Office, upon approval of this Agreement, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.
2. SUBGRANTEE shall submit a request for disbursement of GRANT FUNDS, on a form provided by the COUNTY (hereinafter referred to as "Request for Payment");
3. Requests for Payment shall be submitted on a timely basis. Each Request for Payment sent to the COUNTY shall be accompanied by a payment estimate form signed by the SUBGRANTEE's authorized representative, showing the work completed. Where the PROJECT includes funding sources in addition to the GRANT FUNDS herein, a written accounting of all funding sources applied to the PROJECT shall accompany the Request for Payment.
4. Any request for reimbursement pertaining to construction work shall include the following:
 - a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE's knowledge, information and belief, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and
 - b. For final payment, a written statement that the work has been performed in a satisfactory manner and in conformance with the contract; and
 - c. Any change orders must be authorized, in writing, by the SUBGRANTEE and approved by the Community Development Commission before moving forward; and a copy of such authorization shall be submitted to the CDC Office outlining the changes taking place; and
 - d. The COUNTY's processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the COUNTY that fully complies with Federal labor standards, Uniform Relocation Act or any other applicable Federal, State, County or local statutes, rules or regulations; and
 - e. SUBGRANTEE may request reimbursement for work completed and each Request for Payment must be accompanied by a copy of a cancelled check as documentation of payment to contractors. Alternatively, SUBGRANTEE may request that payment be made directly to contractors for completed construction work on the Request for Payment Form by specifying the payee company name and address. Alternatively, SUBGRANTEE may request all payments through a qualified a title service company, and will be responsible for all fees associated with securing a title company.

5. Any Request for Payment pertaining to acquisition of real property shall be accompanied by a copy of an executed contract for the purchase of real property and supporting documentation, if any, requested by the CDC Office.
 6. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
 7. SUBGRANTEE shall adhere to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- B. The COUNTY shall process an acceptable Request for Payment of GRANT FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUBGRANTEE shall adhere to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT and shall submit to COUNTY a quarterly or monthly progress report no later than the fifth (5th) day of the end of the quarter following the activity being reported. Quarters are based on a grant year of April 1, 2016 through March 31, 2017; reports would therefore be due July 5, 2016, October 5, 2016, January 5, 2017 and April 5, 2017. Final Reports to be clearly marked "FINAL." CDC staff may request monthly reports instead of quarterly reports. Other reporting requirements are specified in Exhibit "A" attached hereto and made a part of this AGREEMENT.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

- A. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of GRANT FUNDS to SUBGRANTEE for SUBGRANTEE's substantial breach of this AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this AGREEMENT.
- B. During the implementation of the PROJECT, the COUNTY may suspend payments of GRANT FUNDS due to use of GRANT FUNDS in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a payment request; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEEs suspension of its pursuit of the PROJECT.

- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraphs A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the GRANT FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.
- D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS in its possession or control and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

X. REMEDIES

- A. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section X, then the COUNTY or SUBGRANTEE shall immediately notify the other party, in writing, providing the full details of the alleged violation. The party owing the remedy for the alleged breach (the alleged breaching party) shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this AGREEMENT and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.
- B. As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the alleged breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.
- C. If either party has lost or been prevented from receiving any Federal funds, other than the GRANT FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the alleged breaching party shall repay, upon demand by the other party, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach, and the alleged breaching party may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the other party, whichever is applicable.

XI. TIMELINESS

A. Time is of the essence. SUBGRANTEE will be responsible for meeting the schedule deadlines listed below. Any target which the SUBGRANTEE does not achieve within two (2) months of the date listed will require the SUBGRANTEE to submit a revised implementation schedule for approval by CDC Staff. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Progress Schedule</u>	<u>Date</u>
1. 50% of funds expended (claims submitted for 50% of funds)	September 1, 2016
2. 100% of funds expended (claims submitted for 100% of funds)	September 1, 2017

B. SUBGRANTEE shall complete the PROJECT by September 1, 2017. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the DuPage County Director of Community Services (“Director”) will require additional time for completion of the PROJECT, then in that case, the time of completion shall be extended by said Director by a period of time not to exceed six (6) months.

C. After a period of twelve (12) months from the date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.

D. If SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months of the date of this AGREEMENT, it shall immediately give written notice to the Community Development Commission Executive Committee, County Development Committee, and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission Executive Committee shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall notify the SUBGRANTEE if the time extension will be granted or denied, and whether it intends to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by SUBGRANTEE if an extension is granted by the COUNTY.

XII. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - except as provided in Section V hereof, SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any GRANT FUNDS or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.
- D. ATTORNEY'S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

[Redacted Signature]

Daniel J. Cronin,
Chairman DuPage County Board

DATE:

2/29/16

ATTEST:

[Redacted Signature]

Paul Hinds,
County Clerk

SUBGRANTEE: VILLAGE GLEN ELLYN, an Illinois Municipal Corporation

ADDRESS:

535 Duane Street
Glen Ellyn, IL 60137.

BY:

[Redacted Signature]

Mark Franz,
Village Manager

DATE:

2/22/16

ATTEST:

[Redacted Signature]

Signature

Caroline Conlon

Printed Name

Deputy Clerk

Title

ASSURANCES

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG-DR FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
 1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
 - a. The estimate of the amount of CDBG-DR FUNDS proposed to be used for activities that will either: benefit persons of low and moderate income; or benefit persons in a designated service area defined as an urgent need activity.
 - b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG-DR FUNDS and to assist persons actually displaced as a result of such activities;
 2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
- D. The grant will be conducted and administered in compliance with:
 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section

7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
 6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;
 10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
 11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
 12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 13. The Fair Housing Act (42 U.S.C. 3601-20);
- E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
- F. When a grant is in excess of ONE HUNDRED AND FIFTY THOUSAND and 00/100 DOLLARS (\$150,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).

- G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.
- I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
 4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).
- J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- K. In regards to lobbying, the SUBGRANTEE certifies:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
Community Development Block Grant Program – Disaster Recovery
County of DuPage

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant – Disaster Recovery Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUBGRANTEE further agrees to the following:

- A. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant – Disaster Recovery program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
- B. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program – Disaster Recovery construction.
- C. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
- D. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
- E. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and Federally assisted construction contracts pursuant to the Executive Order.

- F. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
- G. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBGRANTEE until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUBGRANTEE: VILLAGE OF GLEN ELLYN, an Illinois Municipal Corporation

ADDRESS: 535 Duane Street,
Glen Ellyn, IL 60137,

BY:


Mark Franz,
Village Manager

DATE:

2/22/14

ATTEST:


Signature

Caroline Conlon
Printed Name

Deputy Clerk
Title

SECTION 00500
AGREEMENT FORM

1. GENERAL

1.01 THIS AGREEMENT, made this 21st day of March,
20 16, by and between the Village of Glen Ellyn
hereinafter called the Owner and ⁽¹⁾ Earthwerks Land
Improvements and Development

doing business as a ⁽²⁾ Corporation

and hereinafter called the Contractor.

1.02 The Owner and Contractor agree as follows:

A. Contract Documents

1. The Contract Documents consist of this Agreement; the Conditions of the Contract and Specifications as listed in the Index to the Contract Documents and Specifications; the Drawings as listed in the Index to the Drawings; all Addenda issued prior to and all Change orders issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

1. The Contractor shall perform all work required by the Contract Documents for the Lake Ellyn Outlet Control Structure Replacement project.

C. Contract Time

1. To begin Work no later than 10 calendar days after the issuance of the Notice to Proceed. Substantial and Final Completion Dates shall June 1 and August 31, respectively. A necessary component of Substantial Completion is the ability to re-fill Lake Ellyn to normal water level.

(1) Contractor

(2) Sole Proprietor, Partnership, or Corporation

D. Contract Price

1. The Owner will pay the Contractor in current funds for the performance of the approved Work, subject to additions and deductions by Change Order, the Total Contract Price of Five Hundred Fifty-Five Thousand Dollars and zero Cents (\$555,000.00).

Payment will be made to the Contractor on the basis of the Schedule of Bid Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

D. Liquidated Damages

The Owner and Contractor recognize that time is of the essence for this Construction Agreement and that Owner will suffer financial loss if the work is not completed within the Contract Time. Liquidated damages are as defined in Specification Section 00800 - Supplementary Conditions.

E. Payments

1. The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

F. Engineer/Architect

1. The Project has been designed by RHMG Engineers, Inc. The Owner's representative during Construction is referred to in the Documents as the E/A or Engineer, whose authority is defined in the General Conditions and Supplementary Conditions.

1.03 IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(SEAL) [Redacted] Contractor Earthwerks Land Imp. & Devel.

By [Redacted]

Attest [Redacted] Title President

(SEAL) [Redacted] Owner Village of Glen Ellyn

By [Redacted]

Attest [Redacted] Title Village President

END OF SECTION

SECTION 00410

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, (1) Earthwerks Land Improvement and Development Corporation, as Principal, and (2) International Fidelity Insurance Company, as Surety, are hereby and firmly bound unto Village of Glen Ellyn in the penal sum of (3) Five Percent of Bid Amount Dollars (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed, this 15th day of, March 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Village of Glen Ellyn certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Lake Ellyn Outlet Control Structure Replacement project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract, in the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

-
- (1) Contractor
 - (2) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
 - (3) Percent of the Contract specified in Section 00100, Instructions to Bidders.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby give waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

International Fidelity Insurance Company

Surety [Redacted]

By [Redacted] SEAL

Attorney-in-Fact

Carol A. Dougherty

Earthwerks Land Improvement and Development Corporation

President [Redacted]

By [Redacted] SEAL

Title President

Attest: DAN DAVIES

Secretary [Redacted]

END OF SECTION



Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

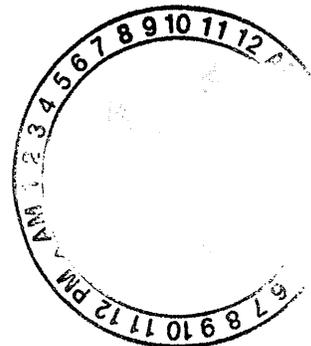
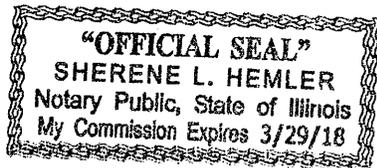
SS:

On this **15th day of March, 2016**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

[Redacted Signature]

Notary Public in and for the above County and State

My Commission Expires: 03/29/18



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CAROL A. DOUGHERTY, JESSICA L. ANCONA, MEREDITH H. MIELKE, MIKE POHL, J.S. POHL,
ROBERT E. KAPPUS, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER,
STEPHEN L. WEBSTER

Schaumburg, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

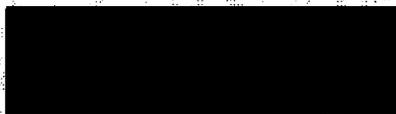
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

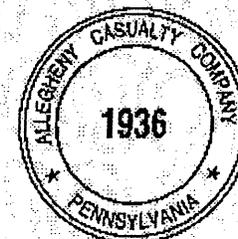
IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

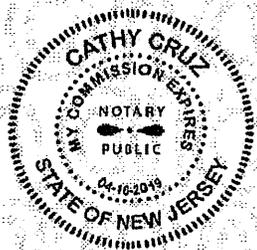


ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of March, 2016.



MARIA BRANCO, Assistant Secretary

SECTION 00610

PERFORMANCE BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) Earthwerks Land Improvement and Development Corporation a (2) Corporation organized under the laws of the State of Illinois and regularly authorized to do business in the State of (3) Illinois as Principal, and we (4) International Fidelity Insurance Company a (2) Corporation organized under the laws of the State of New Jersey and regularly authorized to do business in the State of (3) Illinois as Surety, are held and firmly bound unto Village of Glen Ellyn hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of (5) Five Hundred Fifty Five Thousand and No/100 Dollars (\$555,000.00) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into as written contract with the Owner dated March 22, 2016 for the work designated as the Lake Ellyn Outlet Control Structure Replacement project located in Glen Ellyn, Illinois in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his (its) part, and satisfy all covenants, terms, condition and agreements incurred by the Principal in the performance of said Contract, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the

-
- (1) Contractor
 - (2) Sole Proprietor, Partnership, or Corporation
 - (3) State in which project is located
 - (4) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
 - (5) 100 percent of the Contract

Surety, and shall satisfy all claims and demands arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, including any default based upon failure of the Principal, to fulfill his obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed, if provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that all materials furnished and workmanship performed under the Contract and in the construction of the work shall fulfill all requirements of the Contract and the Contract Documents with respect to them. This bond shall remain in effect for a period of one year from the date of final acceptance.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligations to furnish maintenance, repairs, or replacements for any period of time after the Work is completed, if provided for in the Contract, may be brought at any time up to six months after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the 28th day of March, 2016.

(SEAL) [Redacted] (1) Earthwerks Land Improvement and Development Corporation
Attest: [Redacted] By [Redacted] DAN DAVIS
Title [Redacted] President

(SEAL) DAN DAVIS (2) International Fidelity Insurance Company
~~XXXXXX~~ By [Redacted]
Witness: (Attorney in Fact)
[Redacted] Sherene L. Hemler

[Redacted]
Meredith H. Meike

- (1) Contractor
- (2) Surety

END OF SECTION

SECTION 00620

LABOR AND MATERIALS PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) Earthwerks Land Improvement and Development Corporation a (2) Corporation organized under the laws of the State of Illinois and regularly authorized to do business in the State of (3) Illinois as Principal, and we (4) International Fidelity Insurance Company a (2) Corporation organized under the laws of the State of New Jersey and regularly authorized to do business in the State of (3) Illinois as Surety, are held and firmly bound Village of Glen Ellyn hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of (5) Five Hundred Fifty Five Thousand and No/100 -----Dollars (\$ 555,000.00 ---) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into a written contract with the Owner dated March 22, 2016 for the work designated as the Lake Ellyn Outlet Control Structure Replacement project located in Glen Ellyn, Illinois in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligations arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good

- (1) Contractor
- (2) Sole Proprietor, Partnership, or Corporation
- (3) State in which project is located
- (4) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
- (5) 100 percent of the Contract

any default by the Principal, and shall promptly make payment of prevailing wages to all persons supplying labor, equipment or materials for use in the prosecution of the work, whether by subcontractor or otherwise, and including all insurance premiums on said work as provided for in such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. This bond shall remain in effect for a period of one year from the date of final acceptance.

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the Owner for his use and benefit.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the 28th day of March, 2016.

(SEAL)

Att

[Redacted signature]

(1) Earthwerks Land Improvement and Development

By

[Redacted signature]

N 044155

Title

President

(SEAL)

~~xxxxxx~~
Witness:

[Redacted witness signature]

Meredith H. Mielke

(1) International Fidelity Insurance Company

By

[Redacted signature]

(Attorney in Fact)

Sherene L. Hemler

END OF SECTION

- (1) Contractor
- (2) Surety

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **28th day of March, 2016**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name 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: 05/23/18



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CAROL A. DOUGHERTY, JESSICA L. ANCONA, MEREDITH H. MIELKE, MIKE POHL, J.S. POHL,
ROBERT E. KAPPUS, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER,
STEPHEN L. WEBSTER

Schaumburg, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex



ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

28th day of March, 2016.



MARIA BRANCO, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

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 DSP Insurance Services 1900 E Golf Rd, Suite 650 Schaumburg IL 61073	CONTACT NAME: PHONE (A/C, No, Ext): (847) 934-6100 E-MAIL ADDRESS:	FAX (A/C, No): (847) 934-6186
	INSURER(S) AFFORDING COVERAGE	
INSURED Earthwerks Land Improvement & Development Corp 1240 Lyon Rd Batavia IL 60510	INSURER A: Liberty Mutual NAIC # 23035	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Cert ID 18426 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Builders Risk			57242361BM01Q2	3/28/2016	9/28/2016	Limit	245,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lake Ellyn Outlet Control Structure Replacement Project

CERTIFICATE HOLDER Village of Glen Ellyn 535 Duane Street Glen Ellyn IL 60137	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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SECTION 00500
AGREEMENT FORM

1. GENERAL

1.01 THIS AGREEMENT, made this 21st day of March,
2016, by and between the Village of Glen Ellyn
hereinafter called the Owner and ⁽¹⁾ Earthwerks Land
Improvements and Development

doing business as a ⁽²⁾ Corporation

and hereinafter called the Contractor.

1.02 The Owner and Contractor agree as follows:

A. Contract Documents

1. The Contract Documents consist of this Agreement; the Conditions of the Contract and Specifications as listed in the Index to the Contract Documents and Specifications; the Drawings as listed in the Index to the Drawings; all Addenda issued prior to and all Change orders issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

1. The Contractor shall perform all work required by the Contract Documents for the Lake Ellyn Outlet Control Structure Replacement project.

C. Contract Time

1. To begin Work no later than 10 calendar days after the issuance of the Notice to Proceed. Substantial and Final Completion Dates shall June 1 and August 31, respectively. A necessary component of Substantial Completion is the ability to re-fill Lake Ellyn to normal water level.

(1) Contractor

(2) Sole Proprietor, Partnership, or Corporation

D. Contract Price

1. The Owner will pay the Contractor in current funds for the performance of the approved Work, subject to additions and deductions by Change Order, the Total Contract Price of Five Hundred Fifty-Five Thousand Dollars and zero Cents (\$555,000.00).

Payment will be made to the Contractor on the basis of the Schedule of Bid Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

D. Liquidated Damages

The Owner and Contractor recognize that time is of the essence for this Construction Agreement and that Owner will suffer financial loss if the work is not completed within the Contract Time. Liquidated damages are as defined in Specification Section 00800 - Supplementary Conditions.

E. Payments

1. The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

F. Engineer/Architect

1. The Project has been designed by RHMG Engineers, Inc. The Owner's representative during Construction is referred to in the Documents as the E/A or Engineer, whose authority is defined in the General Conditions and Supplementary Conditions.

1.03 IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(SEAL) _____ Co. _____ Devel.

By _____

Attest _____ Title President

(SEAL) _____ Ow _____

By _____

Attest _____ Title Village President

END OF SECTION

SECTION 00410

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, (1) Earthwerks Land Improvement and Development Corporation, as Principal, and (2) International Fidelity Insurance Company, as Surety, are hereby and firmly bound unto Village of Glen Ellyn in the penal sum of (3) Five Percent of Bid Amount Dollars (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed, this 15th day of, March 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Village of Glen Ellyn certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Lake Ellyn Outlet Control Structure Replacement project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract, in the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

-
- (1) Contractor
 - (2) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
 - (3) Percent of the Contract specified in Section 00100, Instructions to Bidders.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby give waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

International Fidelity Insurance Company

Suret

By

Carol A. Dougherty

SEAL

Earthwerks Land Improvement and

Deve

Pri

By

SEAL

Title

President

Attest:

Secretary

END OF SECTION

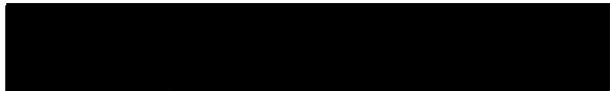


Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

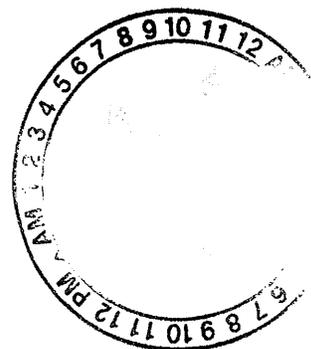
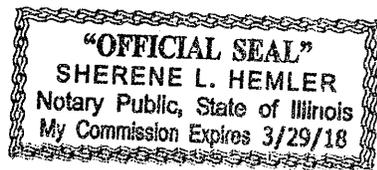
SS:

On this **15th day of March, 2016**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name 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: 03/29/18



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CAROL A. DOUGHERTY, JESSICA L. ANCONA, MEREDITH H. MIELKE, MIKE POHL, J.S. POHL,
ROBERT E. KAPPUS, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER,
STEPHEN L. WEBSTER

Schaumburg, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

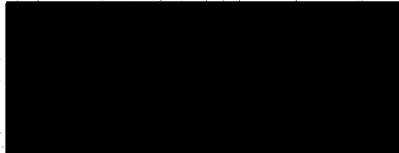
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex



ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of March, 2016.



MARIA BRANCO, Assistant Secretary

SECTION 00610

PERFORMANCE BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) Earthwerks Land Improvement and Development Corporation a (2) Corporation organized under the laws of the State of Illinois and regularly authorized to do business in the State of (3) Illinois as Principal, and we (4) International Fidelity Insurance Company a (2) Corporation organized under the laws of the State of New Jersey and regularly authorized to do business in the State of (3) Illinois as Surety, are held and firmly bound unto Village of Glen Ellyn hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of (5) Five Hundred Fifty Five Thousand and No/100 Dollars (\$555,000.00) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into as written contract with the Owner dated March 22, 2016 for the work designated as the Lake Ellyn Outlet Control Structure Replacement project located in Glen Ellyn, Illinois in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his (its) part, and satisfy all covenants, terms, condition and agreements incurred by the Principal in the performance of said Contract, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the

-
- (1) Contractor
 - (2) Sole Proprietor, Partnership, or Corporation
 - (3) State in which project is located
 - (4) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
 - (5) 100 percent of the Contract

Surety, and shall satisfy all claims and demands arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, including any default based upon failure of the Principal, to fulfill his obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed, if provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that all materials furnished and workmanship performed under the Contract and in the construction of the work shall fulfill all requirements of the Contract and the Contract Documents with respect to them. This bond shall remain in effect for a period of one year from the date of final acceptance.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligations to furnish maintenance, repairs, or replacements for any period of time after the Work is completed, if provided for in the Contract, may be brought at any time up to six months after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the 28th day of March, 2016.

(SEAL)

Atte

[Redacted signature]

DAN DAVIS

(1) Earthwerks Land Improvement and Development

Co

By

[Redacted signature]

DAN DAVIS

Title

President

(SEAL)

~~XXXXXX~~
Witness:

[Redacted witness signature]

Meredith H. Menke

(2) International Fidelity Insurance Company

By

[Redacted signature]

Sherene L. Hemler

(1) Contractor

(2) Surety

END OF SECTION

SECTION 00620

LABOR AND MATERIALS PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) Earthwerks Land Improvement and Development Corporation a (2) Corporation organized under the laws of the State of Illinois and regularly authorized to do business in the State of (3) Illinois as Principal, and we (4) International Fidelity Insurance Company a (2) Corporation organized under the laws of the State of New Jersey and regularly authorized to do business in the State of (3) Illinois as Surety, are held and firmly bound Village of Glen Ellyn hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of (5) Five Hundred Fifty Five Thousand and No/100 -----Dollars (\$ 555,000.00 ---) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into a written contract with the Owner dated March 22, 2016 for the work designated as the Lake Ellyn Outlet Control Structure Replacement project located in Glen Ellyn, Illinois in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligations arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good

- (1) Contractor
- (2) Sole Proprietor, Partnership, or Corporation
- (3) State in which project is located
- (4) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
- (5) 100 percent of the Contract

any default by the Principal, and shall promptly make payment of prevailing wages to all persons supplying labor, equipment or materials for use in the prosecution of the work, whether by subcontractor or otherwise, and including all insurance premiums on said work as provided for in such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. This bond shall remain in effect for a period of one year from the date of final acceptance.

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the Owner for his use and benefit.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the 28th day of March, 2016.

(SEAL)

Atte

[Redacted signature]

(1) Earthworks Land Improvement and Development

Cor

By

[Redacted signature]

N 044155

Title

President

(SEAL)

DAN DANIELS

(1) International Fidelity Insurance Company

By

[Redacted signature]

Sherene L. Hemler

~~XXXXXX~~
Witness:

[Redacted witness signature]

Meredith H. Mielke

END OF SECTION

- (1) Contractor
- (2) Surety

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **28th day of March, 2016**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name 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: 05/23/18



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CAROL A. DOUGHERTY, JESSICA L. ANCONA, MEREDITH H. MIELKE, MIKE POHL, J.S. POHL,
ROBERT E. KAPPUS, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER,
STEPHEN L. WEBSTER

Schaumburg, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

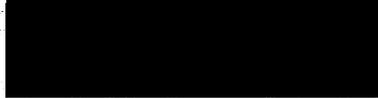
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex



ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

28th day of March, 2016.



MARIA BRANCO, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

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 DSP Insurance Services 1900 E Golf Rd, Suite 650 Schaumburg IL 61073	CONTACT NAME: PHONE (A/C, No, Ext): (847) 934-6100 E-MAIL ADDRESS:	FAX (A/C, No): (847) 934-6186
	INSURER(S) AFFORDING COVERAGE	
INSURED Earthwerks Land Improvement & Development Corp 1240 Lyon Rd Batavia IL 60510	INSURER A: Liberty Mutual NAIC # 23035	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 18426

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Builders Risk			57242361BM01Q2	3/28/2016	9/28/2016	Limit	245,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lake Ellyn Outlet Control Structure Replacement Project

CERTIFICATE HOLDER**CANCELLATION**

Village of Glen Ellyn 535 Duane Street Glen Ellyn IL 60137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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