ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Buffalo Grove ("Municipality") this 3rd day of November, 2020.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the Product and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Municipality without further notice of objection and shall be of no effect nor in any circumstances binding upon the Municipality unless accepted by the Municipality in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Municipality of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF BUFFALO GROVE

By: _____
Village Manager

The Municipalities of Arlington Heights, Buffalo Grove, Evanston, Glencoe, Glenview, and Northfield.

CONTRACT/BID FOR THE PURCHASE OF UPM COLD PATCH (or equivalent to)

Full Name of Bidder Peter Baker & Son Co. (***"Bidder"***)

Principal Office Address 1349 Rockland Rd., Lake Bluff, IL 60044

Local Office Address 1349 Rockland Rd., Lake Bluff, IL 60044

Contact Person Arthur M. Baker II Telephone Number (847) 362-3663

TO: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, Illinois 60089
Attention: **Brett Robinson**
Purchasing Manager

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE *[if none, write "NONE"], which are included as part of this Contract/Bid.*

1. **Proposal to Provide Product**

A. Contract and Product. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall, provide to the Municipalities the product, items, materials, merchandise, supplies, or other items identified in the Invitation for Bids attached hereto (***"Product"***) in new, undamaged, and first-quality condition. Bidder further proposes to:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide and/or deliver the Product to the Municipality in a proper and workmanlike manner;

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Product;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Bid;

4. Taxes. Pay all applicable federal, state, and local taxes; and

5. Miscellaneous. Do all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Product will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract/Bid. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Municipalities requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Municipality, repair or replace, any damage done to, and any loss or injury suffered by, the Municipalities as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Municipalities shall have the right to inspect all or any part of the Product. If, in the Municipalities' judgment, all or any part of the Product is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then the Municipalities, without limiting its other rights or remedies, may, at its discretion: (i) reject such Product; (ii) require Bidder to correct or replace such Product at Bidder's cost; (iii) obtain new Product to replace the Product that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Bid. The product so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

A. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Product to the Municipalities in accordance with the Schedule of Prices (Appendix A.):

If the Municipalities have specified the Quantity of Product to be purchased by the Municipalities on Page 1 of the Invite for Bids, then Bidder shall take, in full payment for all Product and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price (based on unit price multiplied by approximate quantities)

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. The Municipalities are not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Product are included in the Schedule of Prices; and

4. If the Quantity of Product to be purchased by the Municipalities is specified on Page 1 of the Invite for Bids, such amount is an estimate only. The Municipalities reserve the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the Municipalities for the Product that complies with this Contract/Bid that are accepted by the Municipalities. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the quantity of Product to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

- Within 6 weeks of receipt of invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3. **Contract Time**

If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall provide the Product to the Municipalities through December 31, 2021. In addition, the Municipalities may elect to renew the contract for a term of one additional year under the same unit price.

4. **Financial Assurance**

A. Indemnification. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Municipalities against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Bid, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Bid.

5. **Firm Bid**

All prices and other terms stated in this Contract/Bid are firm and shall not be subject to withdrawal, escalation, or change provided that the Municipalities accept this Contract/Bid within 45 days after the date this sealed Contract/Bid is opened.

6. **Joint Purchasing/Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other Municipalities during the extended term of this Contract.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the ITB, and as otherwise required by the Village of Buffalo Grove.

7. **Bidder's Representations and Warranties**

In order to induce the Municipalities to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Product. All Product, and all of their components, shall be of merchantable quality and, for a period of not less than one year after purchase: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Bid, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Bid; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Bid. The warranties expressed herein shall be in addition to any other warranties applicable to the Product (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Municipalities.

B. Compliance with Laws. All Product, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the Municipalities or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Product at the Contract Price and within the Contract Time Proposals set forth above.

8. **Acknowledgements**

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. The Municipalities are relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. The Municipalities reserve the right to reject any and all bids, reserve the right to reject the low price bid, and reserve such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Bid and in the Municipalities' written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Municipalities in this Contract/Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any information or data supplied by the Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any order by the Municipalities' for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Municipalities; nor any extension of time granted by the Municipalities; nor any delay by the Municipalities in exercising any right under this Contract/Bid; nor any other act or omission of the Municipalities shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Bid; or of any remedy, power, or right of the Municipalities.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Bid that should any provision, covenant, agreement, or portion of this Contract/Bid or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Bid and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Bid to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Bid shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Bid, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Municipalities.

J. Governing Law. This Contract/Bid shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

9. **Contractor's Insurance**

Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.
2) Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.
3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2) The Contractor's insurance coverage shall be primary and non-contributory as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
4) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7) The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1) No Waiver. Under no circumstances shall the Municipality be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
   a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
   b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

1) Each insurance policy required shall have the Municipality expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish each Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Municipality, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

Initials_____.

Bidder's Status: (x) Illinois Corporation ( ) _____ Partnership ()Individual Proprietor
(State) (State)

Bidder's Name: Peter Baker & Son Co.

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent: _____

(corporate seal)
(if corporation)

Printed Name: Arthur M. Baker II

Title/Position: President

Date: 10/20/2020

Bidder's Business Address: 1349 Rockland Rd.
Lake Bluff, IL 60044

Bidder's Business Telephone: (847) 362-3663 Email: art@peterbaker.com

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Arthur M. Baker II	President	1349 Rockland Rd., Lake Bluff, IL 60044
Robert G. Baker	Vice President	1349 Rockland Rd., Lake Bluff, IL 60044
Robert G. Baker	Secretary/Treasurer	1349 Rockland Rd., Lake Bluff, IL 60044

Provide a copy of the Bidders W-9 with this form.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Peter Baker & Son Co.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1349 Rockland Road

Requester's name and address (optional)

6 City, state, and ZIP code
Lake Bluff, IL 60044

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 6 - 0 7 6 7 8 5 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 01/02/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Buffalo Grove ("Municipality") this ____ day of _____, 2020.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the Product and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Municipality without further notice of objection and shall be of no effect nor in any circumstances binding upon the Municipality unless accepted by the Municipality in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Municipality of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF BUFFALO GROVE

By: _____

Village Manager

Appendix A.
Schedule of Prices

Arlington Heights

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 400 Tons	$135.00	$54,000.00
			Total	$54,000.00

Total One hundred thirty five********** Dollars and zero********** Cents (in writing) / Ton (Delivered)

Contact: Chester Gorecki cgorecki@vah.com
Glen Adams
Delivery Location 222 N. Ridge Ave
Arlington Heights IL 60005

Buffalo Grove

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 150 Tons	$132.00	$19,800.00
			Total	$19,800.00

Total One hundred thirty two ********** Dollars and zero ********** Cents (in writing) / Ton (Delivered)

Contact: Scott Fontanez sfontanez@vbg.org
Delivery Location 50 Raupp Blvd,
Buffalo Grove IL 60089

Evanston

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 90 Tons	$140.00	$12,600.00
			Total	$12,600.00

Total One hundred fourty ********** Dollars and zero ********** Cents (in writing) / Ton (Delivered)

Contact: Edgar Cano ecano@cityofevanston.org

Delivery Location: 2020 Asbury Ave.,
Evanston, IL 60201

Glencoe

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 20 Tons	$135.00	$2,700.00
			Total	$2,700.00

Total One hundred thirty five ********** Dollars and zero ********** Cents (in writing) / Ton (Delivered)

Contact: Donald Kirk dkirk@villageofglencoe.org

Delivery Location 1900 Frontage Rd.,
Glencoe IL 60022

Glenview

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 210 Tons	$132.00	$ 27,720.00
			Total	$ 27,720.00

Total One hundred thirty two ********** Dollars and zero ********** Cents (in writing) / Ton (Delivered)

Contact: Daniel Levinson: dlevinson@glenview.il.us

Delivery Location: 2498 East Lake Avenue
Glenview IL 60026

Northfield

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Picked Up	UPM Cold Patch (or equivalent to)	Approximately 40 Tons	$132.00	$5,280.00
			Total	$5,280.00

Total One hundred thirty two ********** Dollars and zero ********** Cents (in writing) / Ton (Delivered)

Contact: Bill Wipperfurth bwipperfurth@northfieldil.org

Address: 1800 Winnetka Rd.,
Northfield IL 60093

***Provide material specifications with bid submittal**
UPM Cold Patch material specifications are per attached Appendix B.

Appendix B
Specifications

Bituminous Cold Patch Material
UPM® Permanent Pavement Repair Material

GENERAL:
These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These grades shall consist of Winter Mix, Spring/Fall Mix and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:
The bituminous material shall be **UPM** liquid asphalt blend, from UNIQUE Paving Materials Corporation, Cleveland, Ohio (UNIQUE) or from one of its approved blending facilities. The blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm²/s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume % Total Distillate Minimum/Maximum		Volume % Original Sample Minimum/Maximum	
to 437°F (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C)% Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10^{-1}Pa × s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

AGGREGATE:
The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS ASTM C 136

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (09.5 mm)	100	90 - 100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85	20 - 55
# 8 (2.36 mm)	10 - 40	5 - 40	5 - 30
# 16 (1.18 mm)	0 - 10	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 – 5	0 - 5

Soundness Loss (Sodium, 5 cycles)	ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss	ASTM C 131	45.0% maximum
Specific Gravity	ASTM C 127	2.45-2.85
Absorption	& 128	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss	ASTM C 117	2.5% maximum

PREPARATION OF MIXTURE:
The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130° C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	5.0 to 6.5%
Aggregate	93.5 to 95%

The mixture may be prepared with no heat to the aggregate when determined as acceptable by UNIQUE's laboratory testing.

Heat should be applied to the aggregate when determined as necessary by UNIQUE's laboratory testing prior to production of the mixture or by a technical representative of UNIQUE.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (80°C).

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%)as outlined in ASTM D 2489.

MIXTURE:
The **UPM** mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water[1]	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) of Extracted Aggregate	ASTM C 117 & ASTM C 136	4.0% Maximum[2]
Shelf Life of 100 Tons or more		One-Year Minimum

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of **UPM** mix. That value is necessary to minimize the effect of the plant when producing the finished **UPM** cold mix.

PERFORMANCE GUARANTEE:
The supplier of the material shall guarantee the performance of the mix to meet the following requirements:

A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months
B. Smaller quantities must be reasonably covered.
C. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the Municipality.

UPM® is a registered trademark of UNIQUE Paving Materials Corp.

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Peter Baker & Son Co.
1349 Rockland Road
Lake Bluff, IL 60044-1498

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company Of America: Connecticut Corporation
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

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

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

BOND AMOUNT: Ten Percent of the Amount of Bid------ (--10%--)

PROJECT:
(Name, location or address, and Project number, if any)
UPM Cold Patch for the Municipalities of Arlington Heights, Buffalo Grove, Evanston, Glencoe, Glenview, and Northfield

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

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

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

Signed and sealed this 20th day of October, 2020.

Robert G. Baker
(Witness) Robert G. Baker, Secretary/Treas.

Laurie Bradtke
(Witness)

Peter Baker & Son Co.
(Principal) R. M. Baker *(Seal)*
(Title) Arthur M. Baker II, President

Travelers Casualty and Surety Company Of America
(Surety) Samantha Bradtke *(Seal)*
(Title) Samantha Bradtke, Attorney In Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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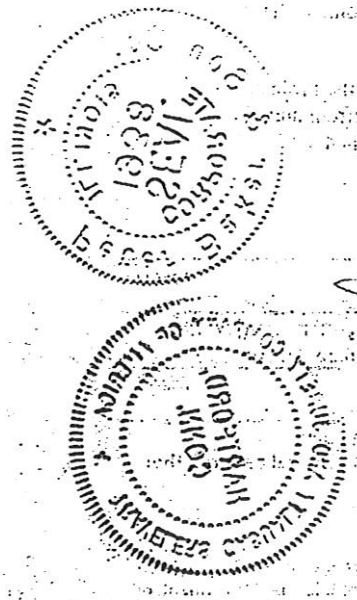

STATE OF ***ILLINOIS***
COUNTY OF ***LAKE***

I **VICTORIA A. MEYER**, a Notary Public in and for said county

do hereby certify that **Arthur M. Baker II and Robert G. Baker**
(Insert names of individuals signing on behalf of PRINCIPAL & WITNESS)

who are each personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of **PRINCIPAL and WITNESS**, appeared before me this day in person and acknowledged respectively, that he signed and delivered said instruments as his free and voluntary act for uses and purposes therein set forth.

Given under my hand and notarial seal this **20th** day of **October, 2020**

My commission expires **12/1/2020**

Victoria A. Meyer
(Notary Public)

VICTORIA A MEYER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 01, 2020

VICTORIA A MEYER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 01, 2020

Surety Company Acknowledgement

STATE OF ILLINOIS
COUNTY OF COOK SS:

On this 20th day of October, 2020, before me personally appeared Samantha Bradtke, 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 Travelers Casualty and Surety Company of America 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.

Courtney A. Flaska
Notary Public in and for the above County and

State My Commission Expires: **03/20/21**

COURTNEY A FLASKA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 20, 2021

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Bradtke** of **SCHAUMBURG**, **Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of October, 2020.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 0280

Peter Baker & Son Co.
P. O. Box 187 Lake Bluff, IL 60044

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED UNLIMITED

001	EARTHWORK	$5,050,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	$1,500,000
032	COLD MILL,PLAN. & ROTOMILL	$11,200,000
042	COLD (IN-PLACE) RECYCLING	$225,000
08A	AGGREGATE BASES & SURF. (A)	$2,575,000
15A	COVER & SEAL COATS (A)	$1,350,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/9/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 4/9/2020.

Tim Kell
Engineer of Construction

IL 494-0645

File Number 2593-749-0

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

PETER BAKER & SON CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 22, 1938, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* FEBRUARY *A.D.* 2019 .

Authentication #: 1905200798 verifiable until 02/21/2020

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 42795

Peter Baker & Son Co.

1349 Rockland Rd

Lake Bluff IL 60044

Information for this business last updated on:

Thursday, April 11, 2019

Certificate produced on Thursday, April 11, 2019 at 9:14 AM

Registered Business