

APPENDIX A. CONTRACT

Bikepath and Parking Lot Sealcoating Project 2019

Bike Path and Parking Lot Sealcoating Project 2019 (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Denler Inc., (hereinafter the “**Contractor**”) on this 19th day of March, 2019 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of the Work
Contract Exhibit B – Schedule of Prices
Contract Exhibit C – Performance and Payment Bond
Contract Exhibit D – Partial Lien Waiver
Contract Exhibit E – Final Lien Waiver

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor's Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village's Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before Wednesday **July 3, 2019**.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to **Five Hundred dollars (\$500)** per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the "**Performance and Payment Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages, fines or fees which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, and/or violation of any law or regulation which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – INSURANCE

A. LIMITS OF INSURANCE – For the entire duration of this Contract, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Work as follows:

- 1. Commercial General Liability Insurance** – The Contractor shall maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the followings: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Board Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; and (F) Per contract aggregate. All general liability coverage shall be provided on an occurrence policy form, claims-made general liability policies will not be accepted.
- 2. Motor Vehicle Liability Insurance** – The Contractor shall maintain motor vehicle liability insurance with limits of liability of not less than \$3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- 3. Workers Compensation** – The Contractor shall maintain workers compensation insurance as required by the Labor Code up to the statutory limits and employer’s liability limits of \$500,000 per accident.
- 4. Builders Risk Property Coverage** – The Contractor shall maintain builders risk property coverage insurance in an amount equal to the sum of payments under Article III owed to the Contractor.

B. REQUIREMENTS FOR ALL INSURANCE – All insurance required under this Article IX shall be placed with an insurance carrier licensed and admitted to do business in the State of Illinois with an A.M. Best Ratings of at least A- and size of VII. Further, all insurance required under this Article IX shall name the Village of Buffalo Grove and the Buffalo Grove Park District, its elected and appointed officials, agents, employees and volunteers as an additional insured and shall contain a Severability of Interests/Cross Liability clause stating that the Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

C. SELF INSURANCE DEDUCTIBLES - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, 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. PRIMARY COVERAGE AND NO CONTRIBUTION – All insurance provided by the Contractor under this Article IX shall be primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it. [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.](#)

E. INDEMNIFICATION AND KOTECKI CAP WAIVER – To the fullest extent permitted by law the Contractor shall indemnify, defend and hold the Village, and its elected and appointed officers, directors, members, employees, agents, and representatives, harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, arising out of the acts, omission or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable. The Contractor shall have no duty to indemnify the Village hereunder against claims arising as a result of the Village's sole negligence. To the maximum extent permitted by law, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

F. INSURANCE OF SUBCONTRACTORS – The Village reserves the right to require all major subcontractors, as determined by the Village in its sole discretion, to carry the same insurance outlined in this Article IX. All contracts with any subcontractor must include a provision that the subcontractor waive its Kotecki Cap limits.

G. CANCELLATION CLAUSE WITHIN INSURANCE – All insurance required under this Article IX will provide that the Village receive at least thirty (30) calendar days notice prior to any modification, cancellation, suspension or expiration of the policy.

H. CERTIFICATES OF INSURANCE – **The Contractor, and any applicable subcontractor, must provide to the Village certificates of insurance and endorsements** providing for all the insurance required by this Article IX *prior* to the Contractor, and any applicable subcontractor, performing any of the Work. Notwithstanding, the Village reserves the right to request fully certified copies of all insurance policies and endorsements. [Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 or CG 2026.](#)

I. RETENTION OF PAYMENTS – The Contractor and the Village agree that the Village may withhold payments due to the Contractor by virtue of this Contract if, in the Village's sole discretion, such amounts are necessary to protect the Village from any loss from any claim, suit, loss, or judgment until such claim, suit, loss, or judgment has been settled or discharged to the satisfaction of the Village.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 mreynolds@vbg.org ATTN: Director of Public Works
WITH COPIES TO:	Cc:pbrankin@schainbanks.com Cc:brobinson@vbg.org
IF TO THE CONTRACTOR:	<u>Denler Inc.</u> <u>20502 S. Cherry Hill Rd.</u> <u>Joliet, IL 60433</u> ATTN: <u>David Denler</u>

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contract and each subcontractor shall submit monthly with their application for payment a certified payroll along with a signed statement attesting that: (i) such payroll is true and accurate; (ii) the hourly rate paid to each worker is at least equal to the prevailing wage for such work; and (iii) the Contractor or subcontractor is aware that filing a falsely certified payroll is a Class B Misdemeanor. Any delay in processing the payments due to a lack of certified payroll shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business day’s Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker’s name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

Current rates can be located on the Illinois Department of Labor website.
<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

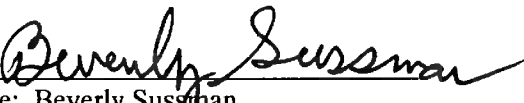
- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- J. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Denler Inc.

By: 
Name: Beverly Sussman
Title: Village President

By: _____
Name: _____
Title: _____

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Village of Buffalo Grove,
an Illinois home-rule unit of government

Denler Inc.

By: _____
Name: Beverly Sussman
Title: Village President

By: David J Denler
Name: David J Denler
Title: President

CONTRACT EXHIBIT A

[Description of the Work]

Attach Scope of Services and RFP response

SCOPE OF SERVICES

OVERVIEW

Projects: Metra Station Sealcoating and Park District Sites

The Village seeks a high quality and experienced contractor to crackseal, sealcoat, and stripe bike paths and parking lots at miscellaneous locations throughout the Village. Also included in this project is one small area of asphalt bike path removal and replacement. The project is broken down by a Village site (Metra Station) and Park District sites (5 miscellaneous locations). General notes and quantities are included on Exhibit D

PROJECT GOAL AND OBJECTIVES

Objective 1: Construction

Complete the cracksealing, sealcoating, and striping on the bike paths and parking lots at miscellaneous locations throughout the Village. Also included in the construction is one small area of asphalt bike path removal and replacement. The project is broken down by a Village site (Metra Station) and Park District sites (5 miscellaneous locations).

Objective 2: Sensitive Work Area

Care shall be taken when working at all the Village and Park District sites. Contractor shall provide signs and barricades to protect their work sites at all times. All sites shall be kept clean with no disturbance caused to the surrounding private property areas.

Objective 3: Compact time-frame

The Contractor shall provide a project schedule taking into account weather conditions to minimize disruption of service to the Metra Station and to the scheduling of events at all Park District sites. This may require the Contractor to work on the weekends.

SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT's) Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, hereinafter referred to as the "Standard Specifications" and the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, which is in effect on the proposal due date. In case of conflict with the said Specifications, the following Special Provisions shall take precedence and govern the construction.

1. Seal Coat (Asphalt Emulsion)

This item shall include all labor, material, and equipment necessary to complete cleaning of the applicable surface area and applying a double course of emulsified asphalt seal coat, at locations marked by the Engineer in accordance with Section 403 of the Standard Specifications and as specified herein.

The Contractor shall submit for approval, the manufacturer's specifications and application instructions for the material proposed for use at least seven (7) days prior to the start of any work.

The areas to be seal coated shall be free of dust, dirt, and all foreign material by sweeping, blowing, or flushing with water, or the combination of the three. The Contractor shall treat oil spots with Petroseal or approved equal.

Materials:

Emulsified Asphalt Seal Coat, GSB-88 Sealer/Binder, Sealmaster Polymer Modified Masterseal Ultra Blend, or approved equal, shall conform to the following requirements and installed per the manufacturer's recommendation:

1. Federal Specifications P-608.
2. The emulsified asphalt seal coat shall conform to ASTM D-244.
3. The Contractor will provide a certification with each emulsion delivery, indicating compliance with above requirements.
4. Water used, as diluents, shall be potable and free of excessive minerals and contaminants.

Sand aggregate shall be fused ferro-alumino-silicate of complex composition; free to clay and organic matter. Material shall be of a consistent chemistry and specific gravity to provide high breakdown resistance. Sand aggregate shall be chemically inert, fracture rough angular particles, Moh's Mineral Hardness Scale 6-7, black in appearance, and moisture free and non-absorbing.

The rejuvenating sealer/binder shall be applied using a standard bituminous distributor that is properly modified to apply the aggregate and sealer/dinger in a one continuous step operation. The equipment must be in good working order and contain no contaminates or dilutants in the tank. Distributor bar tips

must be clean, free of burrs, and adjusted for regulated flow rates and constant pressure for leaks and to ensure it is in working order prior to use. The sanding unit for application of sand must be permanently attached to the distributor truck. It is imperative that the sanding be done immediately upon application of the material to the asphaltic surface. Separate truck sanding operations will not be acceptable.

A double coat system shall be applied. Rate of application shall be determined by the texture, porosity, and age of the asphalt to be sealed. The rate of application can vary from 0.10 to 0.18 gallons per square yard. The average rate will generally be from 0.12 to 0.15 gallons per square yard. The optimum application rate shall be determined by the Engineer.

The sealer/binder shall not be applied to wet or damp pavement surfaces. Do not apply during rainy or damp weather, or when rain is anticipated within four to eight hours after application is completed in its entirety. Pavement surface temperatures shall be a minimum of 40 degrees Fahrenheit and rising.

Under normal conditions, cure time for rejuvenating sealer/binder is two to eight hours. Sheltered or shady areas may require longer cure times. Traffic control shall be maintained until material is fully cured.

Under no circumstances shall Emulsified Coal Tar be used.

This work will be measured in place and paid for at the contract unit price per square foot for SEAL COAT (ASPHALT EMULSION), which shall include all labor, material, and equipment required to complete the work as specified herein.

2. Hot Applied Rubberized Crack Sealant

This work shall consist of crack sealing minor cracks (up to $\frac{3}{4}$ " wide) and ignoring hairline cracks. All crack sealing must be done prior to any seal coating.

Route cracks to a depth of $\frac{3}{4}$ " and a width of $\frac{3}{4}$ " to provide a clean reservoir for sealant. Blow all water, dust and debris from the routed cracks. Backer rod meeting the specifications of ASTM D-5249 shall be required for all of the wide cracks. Once the routed cracks are clean and free of moisture, seal using hot applied rubberized crack sealant, meeting specifications ASTM D-6690, Type II.

This work shall be paid for at the Contract unit price per lineal foot for Hot Applied Rubberized Crack Sealant, which price includes all of the above.

3. Bike Path Pavement Removal and Replacement Complete, 12 Inch

This work shall consist of the removal of an existing bike path section to a depth of 12 inches. All of this material shall be properly disposed of off site with no additional compensation. Placement of nine (9") inches of CA-6 Aggregate Base Course Type B compacted in place will follow, with the final layer being three (3") inches of Hot Mix Asphalt Surface Course, Mix "C", N50. All disturbed lawn areas shall be restored with topsoil, seed, and straw blanket or a seed aid grow cover granular mulch.

This work shall be paid for at the Contract unit price per square yard for Bike Path Pavement Removal and Replacement Complete, 12 Inch which price shall include all of the labor, equipment, and materials necessary to complete the above described work.

4. 4" White/Yellow Painted Stall Lines

All 4" White/Yellow Painted Stall Line work shall be completed in accordance with applicable sections of the "Standard Specifications", and shall be paid for by the lineal foot.

EXHIBIT D
APPROXIMATE SUMMARY OF QUANTITIES

	Bikepath Pavement Removal & Replacement Complete, 12 Inch (S.Y.)	Bikepath Asphalt Emulsion Sealcoat (S.F.)	Bikepath-Hot Applied Rubber Crack Sealant (L.F.)	Parking Lot Asphalt Emulsion Sealcoat (S.F.)	Parking Lot-Hot Applied Rubber Crack Sealant (L.F.)	Painted Lines (L.F.)
1. Metra Station (825 Commerce Ct.)	0	0	0	150,900	8,100	9,510
TOTALS	0	0	0	150,900	8,100	9,510
PARK DISTRICT SITES						
1. Churchill Park (1900 Buffalo Grove Rd.)	0	13,500	250	15,200	810	910
2. Bison Park (905 Dundee Rd.)	202	5,880	210	14,400	970	690
3. Millcreek Park (1350 Radcliffe Rd.)	0	5,900	0	0	0	0
4. Windsor Ridge Park (780 Vernon Ln.)	0	0	0	13,850	820	880
5. Woodlands Park (2500 Buffalo Grove Rd.)	0	36,500	570	0	0	0
TOTALS	202	61,780	1,030	43,450	2,600	2,480

DENLER, INC.

20502 S. Cherry Hill Rd., Joliet, IL 60433
(708) 479-5005 • Fax (708) 479-5015
www.parkinglots.net

February 20, 2019

Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

RE: Contractor Responses to Requested Summary Items For the Bike Path and Parking Lot Sealcoating Project – 2019

To Whom It May Concern

Denler, Inc. has been in business since 1967 performing asphalt construction and maintenance services throughout Illinois, Northwestern Indiana and Southern Wisconsin. We have been on the cutting edge of new products and procedures for many years and in fact perform varied type of repairs and maintenance on PCC and HMA surfaces. We are a preferred vendor for many different products that enhance and protect the durability and aesthetics of both PCC and HMA materials such as HA5 High Density Bond HMA surface treatments, Bioresator HMA rejuvenator and Pavix Crystalline PCC sealants to name a few. Additionally, we have recently added the capability to perform Mastic and Techcrete type of repairs to both HMA and PCC surfaces. Denler, Inc is also a preferred vendor for Sealmaster Chicago, whom manufactures one of the specified materials for this RFQ.

When evaluating the scope of the work for this project and the different schedule requirements for the two separate types of locations we have determined that the Metra parking lot would be completed on a single Saturday and the Park District sites would be completed on a following Monday this way we would least disrupt the normal activities of each type of use. The only work scope activity that would have to be done prior to our mobilizing on a Saturday/Monday time frame would be the HMA repair to the Park District walking path site which would obviously have to be completed beforehand. The specific schedule of work is too difficult to determine this far in advance and in fact the initial schedule we set might have to be adjusted due to weather conditions; but due to the requested completion date of July 3 we would look to schedule this type of work in the early part of June to enhance our odds of ambient temperatures being more conducive to this type of coating work than it is in May. This way if we do have to back up the schedule a week because of weather we still have ample time on the calendar.

Site Development

*Asphalt & Concrete Paving • Lighting • Excavations
Concrete Curb Construction • Sewer Construction • Grading*

Site Maintenance

*Sweeping • Seal Coating • Asphalt Patching & Repair
Concrete Repairs • Crack & Joint Routing & Repair • Striping*

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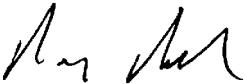
Tim Malone who has worked for Denler, Inc. for the past 31 years and has managed many projects ranging in complexity and costs will be the point contact person and would oversee implementing the schedule of work between Village officials and our crews as well as ordering materials and confirming the logistics of necessary equipment.

Jesus Salazar who has worked for Denler, Inc. for the past 20 years will be the job site Superintendent and would oversee the actual job performance to be sure the work areas are properly blocked down and maintained throughout as well as tracking the work being done to be certain procedures and specifications are being followed and adhered to. If something job related that is out of the ordinary, he would be responsible to contact the Village representative official as well as Tim Malone so any necessary changes or solutions are made generally without impacting the schedule.

The list of equipment that we have at our disposal is lengthy and is attached separately. In addition to the reference list request that was part of the bidding documentation we have included an accompanying list of references.

In closing Denler, Inc is a very capable and successful company and we look forward to providing our service to the Village of Buffalo Grove again.

Respectfully



David J Denler
President

Site Development

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Concrete Curb Construction • Sewer Construction • Grading*

Site Maintenance

*Sweeping • Seal Coating • Asphalt Patching & Repair
Concrete Repairs • Crack & Joint Routing & Repair • Striping*

Denler, Inc. Equipment List - 2019

Qty.	Yr.	Type
2	'12	Isuzu Box Van
1	'09	Isuzu Box Van
1	'04	Isuzu Box Van
1	'05	International 4300 Straight Stake Bed Truck
3	'07	International 4300 Straight Stake Bed Truck
2	'09	International 4300 1500 gal. Tank Distributor
1	'07	International 4300 1500 gal. Tank Distributor
1	'06	International 7400 1000 gal. Bergkamp fiber Tank/Truck
1	'07	International 7400 1000 gal. Bergkamp fiber Tank/Truck
1	'07	Freightliner M2 1000 gal Bergkamp fiber Tank/Truck
1	'02	Freightliner FL70 1000 gal. Bergkamp fiber Tank/Truck
1	'11	Peterbilt Conv 386 3000 gal Custom Spray Tank for HA5
1	'13	Etnyre Custom 1700 gal. Heated Distributor on Int. 7400
1	'13	Freightliner FL70 1000 gal Custom Spray Tank for Pavix
1	'06	Freightliner M2 Dump body
1	'07	GMC 4500 w/750 gal. Custom Spray Tank For Bio-Sealant
1	'97	Trail King 48' Drop Deck /8000 gal Custom Storage Tank
1	'00	Freightliner Tymco 600 Sweeper
1	'03	Tymco 210 Isuzu sweeper
1	'08	Dodge Ram Pickup
1	'14	Ford F450 Stake body
1	'12	Ford F550 Stake body
1	'15	Ford F250 4x4
1	'08	Ford F250 4x4 w/ Plow
1	'13	Chev. Silverado Pickup
1	'10	GMAC Canyon Pickup
1	'12	Gehl V330 Skidsteer
1	'12	SealMaster 300 gal. seal machine
2	'13	SealMaster 500 gal. seal machine
3	'09	Atlas Copco 180 cfm air compressors
2	'13	Quality Trailer
1	'15	Quality Trailer
10	'13	Crafco Routers
5	-	Graco Line Stripers
1	-	Cimline Propane 200 Gal. Melter
1	'06	Cimline Diesel 410 Gal. Melter

1	'10	Cimline Diesel 410 Gal. Melter
1	'11	Cimline Diesel 410 Gal. Melter
1	'12	Cimline Diesel 410 Gal. Melter
1	'15	Cimline Diesel 410 Gal. Melter
1	'17	Marathon 450 Gal. Mastic Melter
1	-	Propane Forklift
1	-	10,000 Gal. Storage Tank
1	-	Toro Snow Blower
6	-	Billy Goat Blowers
4	-	40' Steel Construction Storage Containers
1	'14	LEEBOY 8618b HMA Paving Machine
1	'15	HAMM HD80i double drum roller
1	'09	HAMM HD12vv roller
3		Bobcat skidsteers (2011 – 2014)
4	-	Rolling Metal Job Boxes
1	-	Welder
1	-	Cutting Torches
		Computers, Digitizers, Office Equipment
		Many Misc. Trade Tools (i.e. lasers, saws, hand tools)

DENLER, INC.

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www.parkinglots.net

Customer Reference Listing

<u>Company</u>	<u>Contact</u>	<u>Address</u>
Village of Lombard	Mr. Tom Dixon (630)620-5740	1051 S. Hammerschmidt Lombard, IL
Village of Romeoville	Mr. Eric Bjork (815)886-1870	13 Montrose Dr. Romeoville, IL
Oswego School Dist. 308	Mr. Mike Barr (630)688-2829	4175 Rt. 71. Oswego, IL
DuPage County Dept. of Trans.	Mr. Steve Mlynarczyk (630)407-6900	421 N. County Farm Rd. Wheaton, IL
Weston Solutions	Mr. Joe Ruis (847)918-4116	20 N. Wacker Dr. Chicago, IL
Village of Buffalo Grove	Mr. Kyle Johnson (847)459-2523	51 Raupp Blvd. Buffalo Grove, IL
Plainfield School Dist. 202	Mr. Paul Gonzelez (815)439-5452	914 Eastern Ave. Plainfield, IL
Lincoln-Way High School	Mr. Rich Wilkey (815)462-2132	1801 Lincoln Highway New Lenox, IL
Pilot Travel Centers, LLC	Mr. Rodney Leandro (904)759-5563	5508 Lonas Rd. Knoxville, TN
Village of Woodridge	Mr. Brandon Tonarelli (630)719-4767	One Plaza Dr. Woodridge, IL
Naperville Park District	Mr. Drew Hogue (630)848-5030	320 W. Jackson Ave. Naperville, IL
Illinois Dept. of Trans.	Mr. Pat Farniok (309)573-8777	2300 S. Dirksen Pkwy Springfield, IL

Others Available Upon Request.

Site Development

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Site Maintenance

*Sweeping • Seal Coating • Asphalt Patching & Repair
Concrete Repairs • Crack & Joint Routing & Repair • Striping*

Bike Path and Parking Lot Sealcoating Project 2019 Addendum #1

TO: Prospective Respondents and Other Interested Parties

FROM: The Village of Buffalo Grove Finance Department

ISSUE DATE: February 15, 2019

SUBJECT: ADDENDUM #1

Note: This Addendum is hereby declared a part of the original RFP documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the RFP Documents for Bike Path and Parking Lot Sealcoating Project 2019.

Q1. Will the Village accept a different material for Sealcoating?

A1. Yes, Village may accept an alternate material. If proposing an alternate material the Contractor must provide with their proposal specifications on the alternate material proposed for Sealcoating. Under no circumstances shall Emulsified Coal Tar be used

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF
ADDENDUM #1. PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR
RESPONSE.

RESPONDENT: _____

SIGNED: _____ DATE: _____

TITLE : _____

EXHIBIT A - VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/CONSULTANT

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The below-signed Consultant/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Print Name of Contractor/Consultant/Supplier

David S. Bender

Signature

[Signature]

Title Pres. Vent

Subscribed and Sworn to before me this 21 day of February, 2019.

Notary Public



Notary Expiration Date 5-19-21

EXHIBIT C - REFERENCE LIST

Contact Name: Plainfield School Dist 202
Municipality/Business: Paul Gonzalez
Project Name: 2018 Summer Maint. Contract Value \$ 650,000.-
E-mail address: PGonzalez@PSD202.org

Contact Name: Drew Itaque
Municipality/Business: Naperville Park Dist
Project Name: _____ Contract Value \$ 75,000.-
E-mail address: Itaque@napervilleparks.org

Contact Name: Village of Romeoville
Municipality/Business: Eric Bjork
Project Name: 2018 Street maint Contract Value \$ 300,000.-
E-mail address: ebjork@Romeoville.org

Contact Name: Tom Dixon
Municipality/Business: Village of Lombard
Project Name: 2018 Street Maint Contract Value \$ 100,000.-
E-mail address: DixonT@VillageofLombard.org

CONTRACT EXHIBIT B

[Schedule of Prices]

EXHIBIT B - SCHEDULE OF PRICES

Bike Path and Parking Lot Sealcoating Project 2019

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

FULL NAME OF CONTRACTOR: Denler, Inc.MAIN BUSINESS ADDRESS: 20502 S. Cherry Hill Rd.
Joliet, IL 60433

The undersigned, declares that it has carefully examined the proposed work and all other documents referred to or mentioned herein and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached (Appendix A.), to complete the Work titled "Bike Path and Parking Lot Sealcoating Project 2019", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

SECURITYAccompanying this Proposal is a Bid Bond

in the amount of _____ Dollars

(\$ 5%).

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least **five percent (5%)** of the Total Cost.

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SCHEDULE OF PRICES

A. BASE COST - METRA SEALCOATING PROJECT

Twenty Thousand Eighty Six & 80/100
 _____ Dollars
 (\$ 20,086.80).

B. BASE COST - PARK DISTRICT SEALCOATING/PAVING SITES

Twenty Five Thousand Sixty Two & 78/100
 _____ Dollars
 (\$ 25,062.78).

Each Contractor shall attach a Schedule of Values showing breakdown and estimated itemized costs of base costs. An example of which is shown on the following page

Total Cost, Add Items A+B \$ 45,149.58

Written amount of Total Cost Forty Five Thousand One Hundred Forty Nine & 58/100

VoBG-2019-06 Schedule of Prices for Village of Buffalo Grove, Illinois
 Bike Path and Parking Lot Sealcoating Project 2019

2/21/19

 Date

Am, M

 Signature

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SCHEDULE OF VALUES

[illegible]

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Contractor, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. <u>None</u>	
2. _____	
3. _____	
4. _____	

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) — (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

2/24/19
Date

708 479 5005
Phone

Dentler, Inc.
Legal Entity

ddentler@dentlerinc.com
E-mail


(Sign here)

David J. Dentler
(Print Name)

CONTRACT EXHIBIT C
FORM OF PERFORMANCE and PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular **Bike Path and Parking Lot Sealcoating Project 2019** contract between Principal and the Village dated __ day of _____, 20__, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And 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 the Work thereunder shall in any way affect its obligation 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.

IN WITNESS WHEREOF, we have hereunto set our hands and sea __ day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

CONTRACT EXHIBIT D

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.
 THE undersigned, for and in consideration of _____
 (\$ _____)

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
 (COMPANY NAME) _____ WHO IS THE
 CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
 LOCATED AT _____
 OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
 ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

CONTRACT EXHIBIT E

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
 (\$_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
 to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
 fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
 owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
 furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC