

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 8 day of November, 2022.

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, Lincolnshire, Northfield, and Palatine

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

Full Name of Bidder \_\_\_\_\_ ("**Bidder**")

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: Village of Buffalo Grove  
50 Raupp Blvd  
Buffalo Grove, Illinois 60089  
Attention: **Brett Robinson**  
**Administrative Services Director**

*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. \_\_\_\_\_ [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 set off 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, 2023**. 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.

contained in this Contract/Bid and in the Municipalities' written notification of acceptance in the form included in this bound set of documents.

## 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

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*

to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Initials\_\_\_\_\_.

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.

K. Waiver of Immunity

Nothing contained in this Agreement shall constitute a waiver by the Municipality of any right, privilege or defense available to the Village under statutory or common law, including, but not limited



## Appendix A. Schedule of Prices

### A. 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 300 Tons        | \$                    | \$                                  |
|                      |   |                               | A.Total               | \$                                  |

A. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Delivered)

Contact: Chester Gorecki [cgorecki@vah.com](mailto:cgorecki@vah.com)

Delivery Location 222 N. Ridge Ave  
Arlington Heights IL 60005

### B. 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 80 Tons         | \$                    | \$                                  |
|                      |   |                               | B.Total               | \$                                  |

B. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Delivered)

Contact: Scott Fontanez [sfontanez@vbg.org](mailto:sfontanez@vbg.org)

Delivery Location 51 Raupp Blvd,  
Buffalo Grove IL 60089

### C. 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         | \$                    | \$                                  |
|                      |   |                               | C.Total               | \$                                  |

C. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Delivered)

Contact: Donald Cornelius [dcornelius@cityofevanston.org](mailto:dcornelius@cityofevanston.org)  
William Reed [wreed@cityofevanston.org](mailto:wreed@cityofevanston.org)

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

### D. 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 Pick Up | UPM Cold Patch (or equivalent to)               | Approximately 20 Tons         | \$                    | \$                                  |
|                    |   |                               | D.Total               | \$                                  |

D. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Picked Up)

Contact: Donald Kirk [dkirk@villageofglencoe.org](mailto:dkirk@villageofglencoe.org)

Delivery Location: Pick Up



**E. 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        | \$                    | \$                                  |
|                      |   |                               | E.Total               | \$                                  |

E. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Delivered)

Contact: Daniel Leicht: [dleicht@glenview.il.us](mailto:dleicht@glenview.il.us)

Delivery Location: 2498 East Lake Avenue  
Glenview IL 60026

**F. Lincolnshire**

| 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 Pick-Up | UPM Cold Patch (or equivalent to)               | Approximately 10 Tons         | \$                    | \$                                  |
|                    |   |                               | F.Total               | \$                                  |

F. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Picked Up)

Contact: Josh Markham: [jmarkham@lincolnshireil.gov](mailto:jmarkham@lincolnshireil.gov)

Delivery Location: Pick Up

**G. 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 10 Tons         | \$                    | \$                                  |
|                      |   |                               | G.Total               | \$                                  |

G. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Picked Up)

Contact: Bill Wipperfurth [bwipperfurth@northfieldil.org](mailto:bwipperfurth@northfieldil.org)

Delivery Location: Pick Up

**H. Palatine**

| 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 Pick Up | UPM Cold Patch (or equivalent to)               | Approximately 30 Tons         | \$                    | \$                                  |
|                    |   |                               | H.Total               | \$                                  |

H. Total \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing) / Ton (Picked Up)

Contact: Dan Neyfeldt: [DNeyfeldt@palatine.il.us](mailto:DNeyfeldt@palatine.il.us)

Delivery Location: Pick Up

**A+B+C+D+E+F+G+H Total Cost for all Municipalities \$ \_\_\_\_\_**

**Written amount of A+B+C+D+E+F+G+H Total Cost for all Municipalities.**

**\$ \_\_\_\_\_**

\*Provide material specifications with bid submittal

## 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 (mm <sup>2</sup> /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 |     | Volume % Original Sample |    |
|---|---------------------------|-----|--------------------------|----|
|   | Minimum/Maximum           |     | 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<br>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 <sup>-1</sup> 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<br>Percent Passing | COMBINATION #9 & #89<br>Percent Passing | #89 ASTM D 448<br>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 <sup>1</sup>  | 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 &<br>ASTM C 136 | 4.0% Maximum <sup>2</sup><br>One-Year Minimum |
| Shelf Life of 100 Tons or more             |                            |   |

**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.

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

**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**  
**Administrative Services Director**

*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. \_\_\_\_\_ [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 set off 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, 2023**. 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.

contained in this Contract/Bid and in the Municipalities' written notification of acceptance in the form included in this bound set of documents.

## 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

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*



to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Initials 

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.

K. Waiver of Immunity

Nothing contained in this Agreement shall constitute a waiver by the Municipality of any right, privilege or defense available to the Village under statutory or common law, including, but not limited

Bidder's Status:  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: 10/20/2022

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.**

## Appendix A. Schedule of Prices

### A. 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 300 Tons        | \$175.00              | \$52,500.00                         |
|                      |   |                               | A.Total               | \$52,500.00                         |

A. Total Fifty two thousand five hundred Dollars and zero Cents (in writing) / Ton (Delivered)

Contact: Chester Gorecki [cgorecki@vah.com](mailto:cgorecki@vah.com)

Delivery Location 222 N. Ridge Ave  
Arlington Heights IL 60005

### B. 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 80 Tons         | \$165.00              | \$13,200.00                         |
|                      |   |                               | B.Total               | \$13,200.00                         |

B. Total Thirteen thousand two hundred Dollars and zero Cents (in writing) / Ton (Delivered)

Contact: Scott Fontanez [sfontanez@vbg.org](mailto:sfontanez@vbg.org)

Delivery Location 51 Raupp Blvd,  
Buffalo Grove IL 60089

### C. 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         | \$175.00              | \$15,750.00                         |
|                      |   |                               | C.Total               | \$15,750.00                         |

C. Total Fifteen thousand seven hundred fifty Dollars and zero Cents (in writing) / Ton (Delivered)

Contact: Donald Cornelius [dcornelius@cityofevanston.org](mailto:dcornelius@cityofevanston.org)  
William Reed [wreed@cityofevanston.org](mailto:wreed@cityofevanston.org)

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

### D. 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 Pick Up | UPM Cold Patch (or equivalent to)               | Approximately 20 Tons         | \$150.00              | \$3,000.00                          |
|                    |   |                               | D.Total               | \$3,000.00                          |

D. Total Three thousand Dollars and zero Cents (in writing) / Ton (Picked Up)

Contact: Donald Kirk [dkirk@villageofglencoe.org](mailto:dkirk@villageofglencoe.org)

Delivery Location: Pick Up



**E. 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        | \$165.00              | \$34,650.00                         |
|                      |   |                               | E.Total               | \$34,650.00                         |

E. Total Thirty four thousand six hundred fifty Dollars and zero Cents (in writing) / Ton (Delivered)

Contact: Daniel Leicht: [dleicht@glenview.il.us](mailto:dleicht@glenview.il.us)

Delivery Location: 2498 East Lake Avenue  
Glenview IL 60026

**F. Lincolnshire**

| 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 Pick-Up | UPM Cold Patch (or equivalent to)               | Approximately 10 Tons         | \$150.00              | \$1,500.00                          |
|                    |   |                               | F.Total               | \$1,500.00                          |

F. Total One thousand five hundred Dollars and zero Cents (in writing) / Ton (Picked Up)

Contact: Josh Markham: [jmarkham@lincolnshireil.gov](mailto:jmarkham@lincolnshireil.gov)

Delivery Location: Pick Up

**G. 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 10 Tons         | \$150.00              | \$1,500.00                          |
|                      |   |                               | G.Total               | \$1,500.00                          |

G. Total One thousand five hundred Dollars and zero Cents (in writing) / Ton (Picked Up)

Contact: Bill Wipperfurth [bwipperfurth@northfieldil.org](mailto:bwipperfurth@northfieldil.org)

Delivery Location: Pick Up

**H. Palatine**

| 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 Pick Up | UPM Cold Patch (or equivalent to)               | Approximately 30 Tons         | \$150.00              | \$4,500.00                          |
|                    |   |                               | H.Total               | \$4,500.00                          |

H. Total Four thousand five hundred Dollars and zero Cents (in writing) / Ton (Picked Up)

Contact: Dan Neyfeldt: [DNeyfeldt@palatine.il.us](mailto:DNeyfeldt@palatine.il.us)

Delivery Location: Pick Up

**A+B+C+D+E+F+G+H Total Cost for all Municipalities \$ 126,600.00**

**Written amount of A+B+C+D+E+F+G+H Total Cost for all Municipalities.**

**\$ One hundred twenty six thousand six hundred dollars and zero cents**

\*Provide material specifications with bid submittal



**Illinois Department  
of Transportation**

# Certificate of Eligibility

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

Contractor No 0280

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 SUPER UNLIMITED

|     |                             |              |
|-----|-----------------------------|--------------|
| 001 | EARTHWORK                   | \$5,700,000  |
| 003 | HMA PLANT MIX               | Unlimited    |
| 012 | DRAINAGE                    | \$1,700,000  |
| 032 | COLD MILL,PLAN. & ROTOMILL  | \$11,325,000 |
| 042 | COLD (IN-PLACE) RECYCLING   | \$275,000    |
| 08A | AGGREGATE BASES & SURF. (A) | \$2,525,000  |
| 15A | COVER & SEAL COATS (A)      | \$950,000    |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/30/2022 TO 4/30/2023 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 3/30/2022.

  
\_\_\_\_\_  
Engineer of Construction

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

**Registration No. 42795**

**Peter Baker & Son Co.**

1349 Rockland Rd

Lake Bluff IL 60044

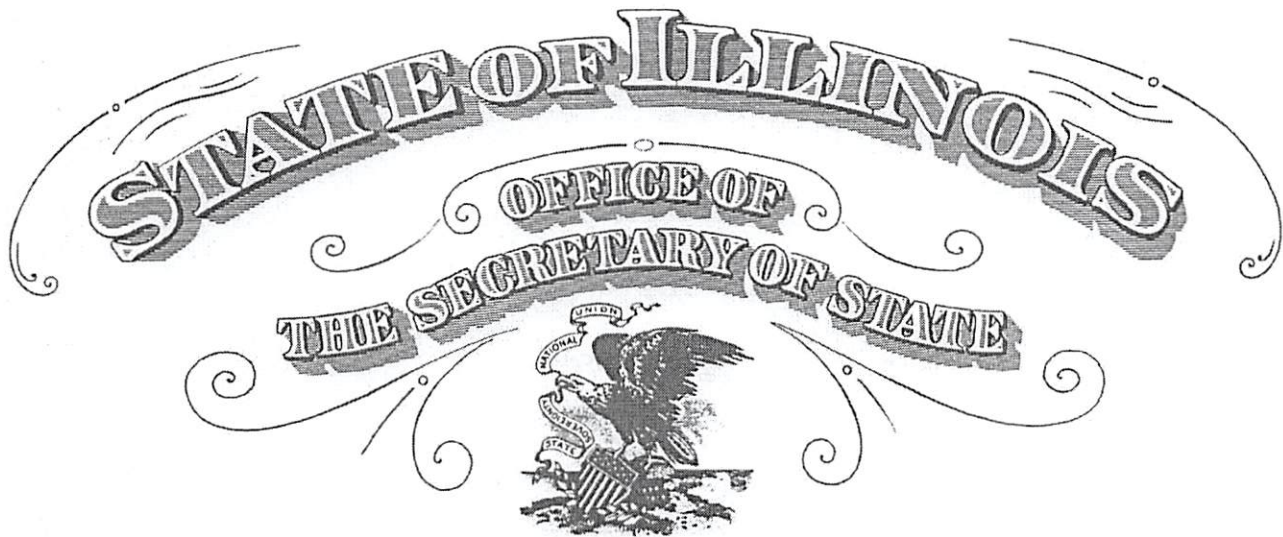
Information for this business last updated on:

Monday, February 1, 2021

Certificate produced on Monday, February 14, 2022 at 2:09 PM







**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, 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 16TH day of NOVEMBER A.D. 2020 .***

*Jesse White*

SECRETARY OF STATE