

## **APPENDIX A. CONTRACT**

### **REAR YARD DRAINAGE IMPROVEMENT PROJECT 2021**

Rear Yard Drainage Improvement Project 2021 (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Misfits Construction Company an Illinois Construction Company (hereinafter the “**Contractor**”) on this 21<sup>st</sup> day of June, 2021 (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**

**Term.** The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Village's Public Works Department, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before Friday, August 27, 2021.

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.

**Termination of Contract.** The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

#### **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 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, which arises out of or is in any way connected or associated with the Contract and the Work.

## **ARTICLE IX – CONTRACTORS INSURANCE**

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, 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 Village of Buffalo Grove 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

1. 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 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
4. Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.

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

1. Commercial General Liability: \$3,000,000 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 \$3,000,000 or a project/contract specific aggregate of \$3,000,000.
2. Business Automobile Liability: \$3,000,000 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.
4. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Deductibles and Self-Insured Retentions

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. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
  - a. The Village, 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 Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. 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.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, 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 Village, 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 Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding



E. All Coverages:

1. No Waiver. Under no circumstances shall the Village 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.
2. Each insurance policy required shall have the Village 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 the Village with certificates of insurance naming the Village, 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 Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

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 Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

**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 or 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 mskibbe@vbg.org ATTN: Christopher Krase
WITH COPIES TO:	Cc: KJohnson@vbg.org Cc: LDeferville@gha-engineers.com
IF TO THE CONTRACTOR:	John Thomas Misfits Construction Company 333 South Wabash Avenue Suite 2700 Chicago, IL 60604

## **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 – CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) MATERIAL DISPOSAL**

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor’s activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Village for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

#### **ARTICLE XV – JULIE NOTIFICATION**

The Contractor shall call the Joint Utility Locating Information for Excavators (JULIE) (1-800-892-0123 or 811), a minimum of forty-eight (48) hours in advance of work being done in the area in accordance with Article 107.39 of the Standard Specifications.

For utilities which are not members, excluding homeowners, the Contractor shall contact the owners directly. The Contractor will be required to cooperate with all utility companies and municipal agencies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the municipal agencies or utility company to remove, relocate, reconstruct or abandon their services.

#### **ARTICLE XVI – NOTICE OF STARTING WORK**

The Contractor shall notify the Village at least 72 hours in advance of beginning work and 48 hours prior to construction commencement on each subsequent section of Work. Work shall be scheduled so that it is continuous on the various roadways. The Contractor and approved Subcontractor(s) shall, at all times, employ and provide sufficient labor, tools, equipment, and other incidental items for prosecuting the work to full completion in the manner and time required by the contract.

#### **ARTICLE XVII – 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 XVIII – CONSTRUCTION WORK PERIODS**

All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays. No work shall be done on weekends or legal holiday periods.

## **ARTICLE XIX – 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 XX – 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 XXI – USE OF FIRE HYDRANTS**

The indiscriminate use of fire hydrants is strictly prohibited. The Contractor can obtain non-potable water in bulk at no charge at the Buffalo Grove Public Works Department, 51 Raupp Blvd. The Contractor shall provide a water truck or containment and driver to obtain and transport the water. All water obtained from the Village shall be used for this project only. If deemed necessary, the Village reserves the right to restrict or refuse the use of Village water. The Contractor will be responsible for executing the required paperwork and follow all requirements of the Village.

## **ARTICLE XXII – EXISTING HARDSCAPE**

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents. The Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.

## **ARTICLE XXIII – TREE PROTECTION AND PRESERVATION**

This work shall consist of pruning existing trees, shrubs, or bushes. All branches and foliage pruned or trimmed shall be disposed of off-site.

Breaking off branches of plant material to remain during clearing or construction operations will not be allowed. Preceding any existing tree pruning or trimming operations, the Contractor shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

All existing trees larger than 6" in diameter and not specifically designated for removal, which are removed or damaged due to the Contractor's neglect, shall be inspected by the Village Forester or his designated

representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3" or more than 6", unless authorized by the Village of Buffalo Grove. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

#### **ARTICLE XXIV – 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 XXV – 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 XXVI – 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 XXVII – 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 XXVIII – 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 XXIX – 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 XXX – 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.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification 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 days' 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

Current rates can be located on the Illinois Department of Labor website.  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

#### **ARTICLE XXXI – 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 XXXII – 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 XXXIII – 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. 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.

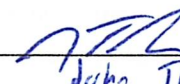
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. 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.
- H. 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.*
- I. 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.
- J. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

**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

By:   
Name: Dane Bragg  
Title: Village Manager

**Misfits Construction Company**  
An Illinois Construction company

By:   
Name: John Thomas  
Title: President

## CONTRACT EXHIBIT A

**[Description of the Work]**

## SCOPE OF SERVICES

### OVERVIEW

#### ***Project: 730 Thompson Court, 609 Caren Drive, 1322 Green Knolls Drive***

The proposed rear yard drainage improvements included herein at three residential subdivision locations that include the removal and replacement of storm sewer systems, drainage structures, landscape restoration, and other associated improvements. General notes and quantities are included on the plan sheets Exhibit D, Exhibit E, and Exhibit F.

### PROJECT GOAL AND OBJECTIVES

#### ***Objective 1: Construction***

Complete the installation of three rear yard drainage improvement projects (730 Thompson Court, 609 Caren Drive, 1322 Green Knolls Drive) consisting of the removal and replacement of storm sewer systems, drainage structures, landscape restoration, and other associated improvements. Any existing connections found and disturbed shall be reconnected in accordance with the General Notes on the plan.

#### ***Objective 2: Sensitive Work Area***

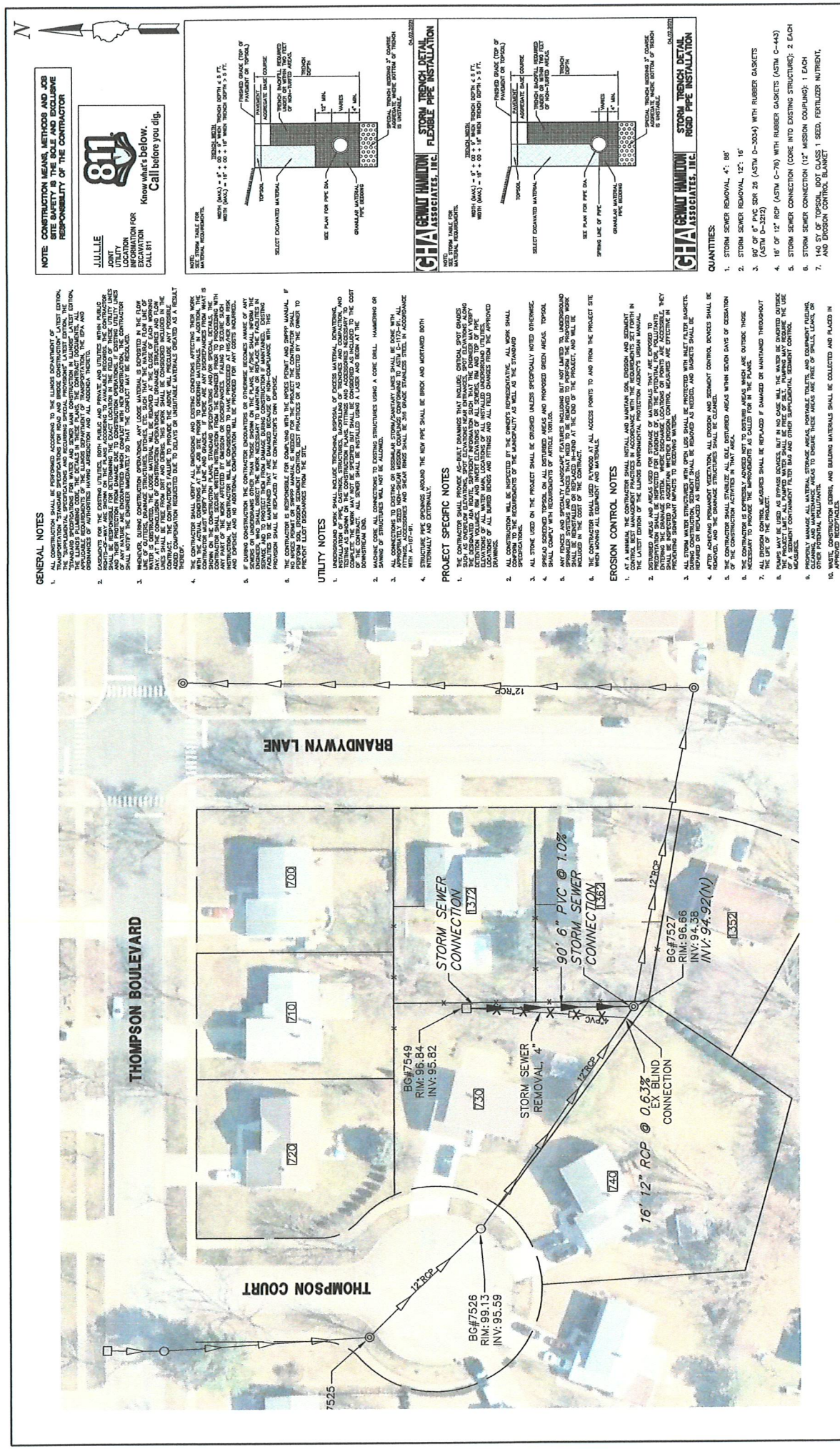
Due to the established and well-maintained areas in which the work will take place, and the limited access points, the Contractor will have to produce a work plan that will exhibit special care and attention to the existing surroundings and limit the disturbance to residential private property. The Contractor shall be responsible for repairing any private property that is damaged to existing conditions.

#### ***Objective 3: Compact Timeframe***

The Contractor shall provide an accelerated project schedule considering weather conditions and other unforeseen circumstances to minimize damage to residential private property and disturbances associated with the proposed improvements.



EXHIBIT D – 730 THOMPSON COURT



**GENERAL NOTES**

- ALL CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE LINDS DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAINS CONSTRUCTION, LATEST EDITION, SHALL BE APPLIED TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, WHERE APPLICABLE. THE LINDS DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, SHALL BE APPLIED TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAINS CONSTRUCTION, LATEST EDITION, WHERE APPLICABLE.
- EXCAVATIONS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY, SHALL BE MADE FOR OBTAINING THE LOCATION IN THE FIELD OF THESE UTILITIES. THE EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES. THE EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES. THE EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
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**STORM TRENCH DETAIL FLEXIBLE PIPE INSTALLATION**

**STORM TRENCH DETAIL RIGID PIPE INSTALLATION**

**QUANTITIES:**

- STORM SEWER REMOVAL 4" 85'
- STORM SEWER REMOVAL 12" 16'
- STORM SEWER REMOVAL 12" 16'
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**PROJECT SPECIFIC NOTES**

- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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**EROSION CONTROL NOTES**

- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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**STORM TRENCH DETAIL FLEXIBLE PIPE INSTALLATION**

**STORM TRENCH DETAIL RIGID PIPE INSTALLATION**

**QUANTITIES:**

- STORM SEWER REMOVAL 4" 85'
- STORM SEWER REMOVAL 12" 16'
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**PROJECT SPECIFIC NOTES**

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**EROSION CONTROL NOTES**

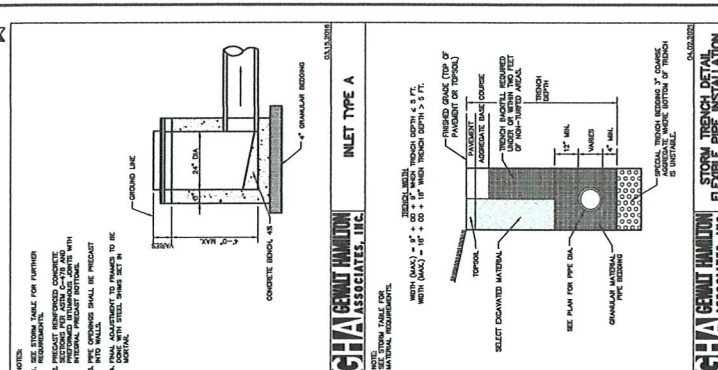
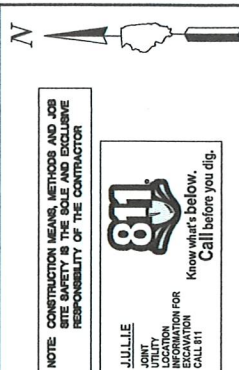
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**STORM TRENCH DETAIL FLEXIBLE PIPE INSTALLATION**

**STORM TRENCH DETAIL RIGID PIPE INSTALLATION**

## EXHIBIT E – 609 CAREN DRIVE





**JANITIES**

STORM SENSER REMOVAL 4", 5"  
STORM SENSER REMOVAL 6", 10"  
STORM SENSER REMOVAL 6", 10"  
INLETS TO BE REMOVED: 1 EACH  
INLETS TO BE REMOVED: 1 EACH  
STORM SENSER CONNECTION (6" MISSION COUPLING): 2 EACH  
(8" D" PVC SDR 26 ASTM D-3034 WITH RUBBER GASKETS  
(ASTM D-3512)  
STORM SENSER CONNECTION (4" MISSION COUPLING): 1 EACH  
STORM SENSER CONNECTION (4" MISSION COUPLING): 1 EACH  
INLETS, TYPE A, TYPE B GRATE: 1 EACH  
REDGRADE APPROXIMATELY 40 SY  
50 SY OF TOPSOIL, DOW CLASS 1 SEED, FERTILIZER NUTRIENT,

## GENERAL NOTES

- [illegible]

11/11/11

- [illegible]

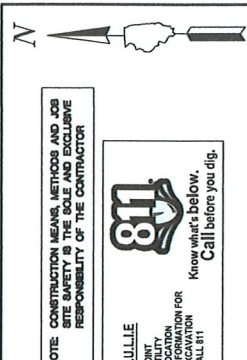
**THE UNIVERSITY OF CHICAGO PRESS**

- [illegible]

 <b>CHA GEWALT HAMILTON ASSOCIATES, INC.</b> 625 Forest Edge Drive • Vernon Hills, IL 60061 Tel.: 847.478.9700 • Fax: 847.478.9701 E-Mail: <a href="mailto:info@cgwa.com">info@cgwa.com</a>	<b>609 CAREN DRIVE</b>		FILE: 4798.053_PR.dwg
	<b>REAR YARD DRAINAGE IMPROVEMENTS 2021</b>  <b>VILLAGE OF BUFFALO GROVE</b>		DRAWN BY: LJD
			DATE: 5/19/2021
			CHECKED BY: BUW
		GWA PROJECT #	4798.053
		SCALE	1" = 50'

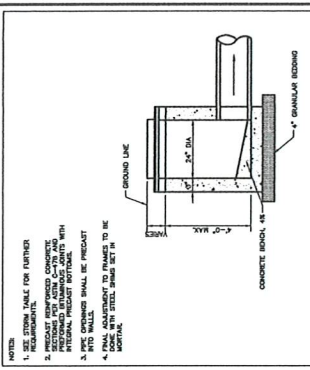
## EXHIBIT F – 1322 GREEN KNOLLS DRIVE




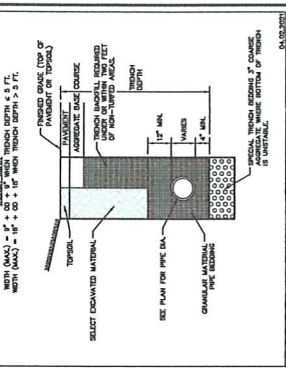


**NOTE: CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR**

**JULIE**  
JOINT  
UTILITY  
LOCATION  
INFORMATION FOR  
EXCAVATION  
CALL 811



 <b>GEORGE HAMMOND ASSOCIATES, INC.</b>	INLET TYPE A
	NOTE: SEE FORM TAIL FOR MATERIAL REQUIREMENTS.



**GHA** CEMENT HAMILTON  
ASSOCIATES, INC.

STORM SEWER REMOVAL 6" 347  
PLASTIC DRAINS TO BE REMOVED: 3 EACH  
346' OF 6" PVC SDR 26 (ASTM D-3034) WITH RUBBER GASKETS  
(ASTM D-3272)  
INLETS, TYPE A, TYPE B GRATE: 4 EACH  
40 SF OF PCC SIDEWALK, 5 INCH  
410 SY OF TOPSOIL, BOLT CLASS 8  
AND ENGLISH COUNTRY BLANKET

## GENERAL NOTES

- [illegible]

**PROJECT SPECIFIC NOTES**

- [illegible]

### EROSION CONTROL NOTES

1. AT A MINIMUM, THE CONTRACTOR SHALL INSTALL AND MAINTAIN SLOPE EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT EROSION AND SEDIMENTATION FROM THE PROJECT AREA. THE CONTRACTOR SHALL MAINTAIN AND MONITOR THE EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS. THE CONTRACTOR SHALL MAINTAIN THE EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS. THE CONTRACTOR SHALL MAINTAIN THE EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS.
2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO EROSION SHALL BE PROTECTED FROM EROSION BY INSTALLING EROSION CONTROL MEASURES. THE CONTRACTOR SHALL MAINTAIN AND MONITOR THE EROSION CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS.
3. ALL STORM WATER STRUCTURES WITH OPEN SLOPS SHALL BE PROTECTED WITH INLET PILE BARRIERS. DURING CONSTRUCTION, SEDIMENT SHALL BE REMOVED AS NEEDED, AND BARRIERS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
4. AFTER COMPLETION OF CONSTRUCTION, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED, AND THE DISTURBED AREAS SHALL BE CLAIMED.
5. THE CONTRACTOR SHALL MAINTAIN ALL DUE DISTURBED AREAS WITHIN SEVEN DAYS OF CESSATION OF THE CONSTRUCTION ACTIVITIES IN THAT AREA.
6. THE CONTRACTOR SHALL MAINTAIN AND MONITOR THE EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS. THE CONTRACTOR SHALL MAINTAIN THE EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS.
7. ALL EROSION CONTROL MEASURES SHALL BE REPLACED IF DAMAGED OR MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
8. PUMPS MAY BE USED AS SPILLAGE DOWNS, BUT IN NO CASE WILL THE WATER BE DIVERTED OUTSIDE THE PROJECT AREA. THE CONTRACTOR SHALL MAINTAIN AND MONITOR THE EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS. THE CONTRACTOR SHALL MAINTAIN THE EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE PROJECT'S DESIGN AND CONSTRUCTION PERIODS.
9. PROPOSED MAINTAIN ALL MATERIALS, STORAGE AREAS, PORTABLE TOILETS, AND EQUIPMENT AREAS. CLAIMING AND MAINTAINING AREAS TO DISBURSE THESE AREAS ARE FREE OF ANY LULUS, LAKES, OR OTHER POTENTIAL POLLUTANTS.
10. APPROVED RECYCLED MATERIALS SHALL BE COLLECTED AND USED IN THE PROJECT.

3_PR.dwg	LJD	GHA PROJECT #
	5/19/2021	4798.053
	BJW	SCALE 1"=50'

**1322 GREEN KNOLLS DRIVE**

**REAR YARD DRAINAGE IMPROVEMENTS 2021  
VILLAGE OF BUFFALO GROVE**

**GHA GEWALT HAMILTON ASSOCIATES, INC.**  
625 Forest Edge Drive ■ Vernon Hills, IL 60061  
Tel.: 847.478.9700 ■ Fax: 847.478.9701  
E-Mail: [info@gha.com](mailto:info@gha.com) ■ Web: [www.gha.com](http://www.gha.com)

IMPROVEMENTS\EXHIBITS\4798.053\_PR.DWG 5/24/2021 11:39 AM



## CONTRACT EXHIBIT B

**[Schedule of Prices]**

**EXHIBIT B - SCHEDULE OF PRICES**

Rear Yard Drainage Improvement Project 2021

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

FULL NAME OF CONTRACTOR: Misfits Construction CompanyMAIN BUSINESS ADDRESS: 333 South Wabash Avenue, Suite 2700Chicago, IL 60604

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 "Rear Yard Drainage Improvement Project 2021", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

**SECURITY**Accompanying this Proposal is a Bid Bondin the amount of Three Thousand Three Hundred Twenty Five and 00/100 Dollars(\$ 3,325.00 ).

**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 – 730 THOMPSON COURT

Seventeen Thousand Five Hundred and 00/100

Dollars

(\$ 17,500.00 ).

B. BASE COST – 609 CAREN DRIVE

Ten Thousand Five Hundred and 00/100

Dollars

(\$ 10,500.00 ).

C. BASE COST – 1322 GREEN KNOLLS DRIVE

Thirty-Eight Thousand Five Hundred and 00/100

Dollars

(\$ 38,500.00 ).

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+C \$ 66,500.00

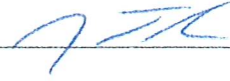
Written Amount of Total Cost Sixty-Six Thousand Five Hundred and 00/100 Dollars

VoBG-2021-23 Schedule of Prices for Village of Buffalo Grove, Illinois  
Rear Yard Drainage Improvement Project 2021

June 10, 2021

Date

Signature

A handwritten signature in blue ink, appearing to be "JTK", written over a horizontal line.

## EXHIBIT B - SCHEDULE OF PRICES (cont.)

SCHEDULE OF VALUES

Scope					Base Price
<b><u>A. 730 Thompson Court</u></b>					
Excavation					
Underground Work					\$ 17,500.00
Material					
General Restoration					
Mobilization					
<b><u>B. 609 Caren Drive</u></b>					
Excavation					
Underground Work					\$ 10,500.00
Material					
General Restoration					
Mobilization					
<b><u>C. 1322 Green Knolls Drive</u></b>					
Excavation					
Underground Work					
Material					\$ 38,500.00
General Restoration					
Mobilization					
General Conditions					
Overhead and Profit					
Insurance					
Bonds					
TOTAL COST					\$ 66,500.00

## 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>	<u></u>
2. <u></u>	<u></u>
3. <u></u>	<u></u>
4. <u></u>	<u></u>

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

June 10, 2021  
Date

Misfits Construction Company  
Legal Entity

  
(Sign here)

John Thomas  
(Print Name)

(312) 420-5041  
Phone

JohnThomas@misfitsconstruction.com  
E-mail



## EXHIBIT C – REFERENCE LIST

**Contact Name:** Ryan Veldman, CPRP, CPO  
**Municipality/Business:** Tinley Park Park District  
**Project Name:** Retaining Wall / Fence Repair Contract Value \$ 44,530.00  
and Replace Project  
**Phone Number or E-mail address:** (708) 342-4261 ryan.veldman@tinleyparkdistrict.org

**Contact Name:** Gabe Villar  
**Municipality/Business:** Hanover Park Park District  
**Project Name:** Seafari Springs Aquatic Facility Contract Value \$ 46,840.00  
Rope / Net Fencing Project  
**Phone Number or E-mail address:** (630) 837-2468 g.villar@hpparks.org

**Contact Name:** Colby Zemaitis, PE, CFM  
**Municipality/Business:** Village of Tinley Park  
**Project Name:** Midlothian Creek Streambank Contract Value \$ 984,000.00  
Stabilization Project  
**Phone Number or E-mail address:** (708) 444-5516 czemaitis@tinleypark.org

**Contact Name:** Adam Oestmann  
**Municipality/Business:** Forest Preserve District of Will County  
**Project Name:** Plum Creek Greenway Trail Contract Value \$ 78,958.00  
Drainage Improvements  
**Phone Number or E-mail address:** (815) 545-3743 aoestmann@fpdwc.org

# Misfits Construction Company

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333 South Wabash Avenue, Suite 2700, Chicago, IL 60604 | Phone : (312) 420-5041 | Facsimile : (206) 339-3613

## REAR YARD DRAINAGE IMPROVEMENTS PROJECT 2021

### PROPOSAL

**Project Objective:** Misfits Construction Company is going to complete the rear yard drainage improvements in a safe and with the least impact of the improved properties.

**Project Schedule:** Mobilization  
1 working day  
730 Thompson Court  
3 working days  
609 Caren Drive  
2 working days  
1322 Green Knolls Drive  
5 working days  
Demobilization  
1 working day

**Project Staff:** John Thomas  
Project Manager  
19 years of experience

Gerardo Esparza  
Project Superintendent  
25 years of experience

Roy Benavides  
Project Foreman  
7 years of experience

**Project Equipment:** Mini-Excavator  
Mini-Skid Steer  
Dump Truck  
Service Truck

**Project Approach:** 730 Thompson Court  
Misfits Construction Company plans on excavating the 90 linear feet of 06" PVC pipe by hand. The material will be brought to the work area along the north side of the 730 Thompson Court

property with a mini-skid steer. The 16 linear feet of 12" RC pipe will be excavated with the mini-excavator. The material will be brought to the work area along the south side of the 730 Thompson Court property. The existing fence to the east and the bush line to the west will be preserved. The turf areas disturbed will be restored with sod.

#### 609 Caren Drive

Misfits Construction Company plans on removing the existing Inlet by hand. The proposed Inlet and 04" and 06" PVC pipe connections will be excavated and installed by hand. The material will be brought to the work area along the north side of the 1412 Caren Court property with a mini-skid steer. The existing fence will be preserved. The existing bushes will need to be removed. The turf areas disturbed will be restored with sod. The areas of mulch will be redressed with mulch.

#### 1322 Green Knolls Drive

Misfits Construction Company plans on excavating the 118 and 68 linear feet of 06" PVC pipe, reconnection, and two Inlets with the mini-excavator with access from Green Knolls Drive. The 54 linear of 06" PVC pipe and one Inlet will be excavated and installed by hand with access thru the northside of the 1322 Green Knolls Drive property. The remaining 117 linear feet of 06" PVC pipe and one Inlet will be excavated and install by hand with access from the west side of the 1294 Green Knolls Drive property.

The material will be staged along Green Knolls Drive. The existing fences are to remain. The turf areas disturbed will be restored with sod. The areas of mulch will be redressed with mulch. The existing sidewalk will be replaced in kind.

CONTRACT EXHIBIT C  
FORM OF PERFORMANCE and PAYMENT BOND

Bond Number: 800122144

**KNOW ALL MEN BY THESE PRESENTS**, That Misfits Construction Company (the "**Principal**") and Atlantic Specialty Insurance Company (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 Sixty Six Thousand Five Hundred Dollars (\$66,500.00) 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 Rear Yard Drainage Improvement Project 2021 contract between Principal and the Village dated 21<sup>st</sup> day of June, 2021, (hereinafter referred to as the "**Contract**"), a copy of which is attached and incorporated by reference as though fully set forth herein.

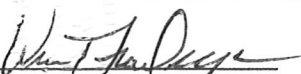
**NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH** that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures 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 seal 24<sup>th</sup> day of June, 2021.

**SURETY** Atlantic Specialty Insurance Company


**PRINCIPAL** Misfits Construction Company


By:   
Name: William Reidinger  
Title: Attorney-In-Fact

By:   
Name: John Thomas  
Title: President

**ATTEST**

**ATTEST**

By:   
Hina Azam, Witness

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.

State of ..Illinois.....  
County of ..DuPage..... ss.:

Surety  
Company  
Acknowledgment:

On this ..24th.....day of.....June.....2021 .., before me  
personally appeared....William Reidinger....., to be known,  
whom being by me duly sworn, did depose and say: that he/she resides  
at..Schaumburg, IL.....,  
that he/she is the..Attorney In Fact.....of.....Atlantic Specialty Insurance  
.....Company....., the corporation described in and which  
executed the annexed instrument; that he/she knows the corporate seal of  
said corporation that the seal affixed to said instrument is such corporate  
seal; that it was so affixed by order of the Board of Directors of said  
corporation; that he/she signed his/her name thereto by like order; and  
that the liabilities of said corporation do not exceed its assets as  
ascertained in the manner provided by law.

.....  
Rebecca R. Alves

Notary Public in and for the above County and State.

My commission expires.....06/29/2024.....





## Power of Attorney

Surety Bond No: 800122144

Principal: Misfits Construction Company

Obligee: Village of Buffalo Grove

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

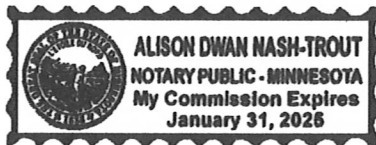
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of June, 2021.



Christopher V. Jerry, Secretary





## 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



## FINAL WAIVER OF LIEN

COUNTY OF

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

(S. \_\_\_\_\_) 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.** \*

SIGNATURE AND TITLE \_\_\_\_\_

### CONTRACTOR'S AFFIDAVIT

COUNTY OF \_\_\_\_\_

LOCATED AT \_\_\_\_\_  
OWNED BY \_\_\_\_\_

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

NOTARY PUBLIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2021

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

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

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> CSU Construction <b>PHONE (A/C, No, Ext):</b> 630-468-5600 <b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Misfits Construction Company 333 S. Wabash Avenue, Suite 2700 Chicago IL 60604	<b>MISFCO-01</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Carolina Casualty Insurance Company	<b>NAIC #</b> 10510
<b>INSURER B:</b> Westfield Insurance Company	<b>NAIC #</b> 24112
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 299032036**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CWP4074892	5/20/2021	5/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CWP4074892	5/20/2021	5/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		CWP4074892	5/20/2021	5/20/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	BNUWC0131820	5/20/2021	5/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Lease & Rented Equipment		CWP4074892	5/20/2021	5/20/2022	Limit: \$400,000 Deductible: \$1,000

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

Re: Rear Yard Drainage Improvement Project 2021;  
Village of Buffalo Grove, its officials, agents, employees and volunteers are included as additional insureds under General Liability & Auto Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Buffalo Grove  
51 Raupp Blvd.  
Buffalo Grove IL 60089

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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