



Village of Buffalo Grove

IVY HALL PARK SIDEWALK IMPROVEMENTS

Bid and Contract Documents

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INVITATION TO BID
Ivy Hall Park Sidewalk Improvements

The Village of Buffalo Grove (the “**Village**”) herein invites you to submit a bid for installation of approximately 4,550 square feet of sidewalk and associated work along the perimeter of Ivy Hall Park in the Village of Buffalo Grove.

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.

The Contractor is required to be IDOT Prequalified to bid on this project.

For information on how to receive a copy of the Bid Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at <https://www.vbg.org/bids>

TIMELINE

9:00 AM local time Tuesday, July 27, 2021 Due date for all questions regarding the Work (“Question Due Date”)

9:00 AM local time Wednesday, August 4, 2021 Bid Proposals due to the Village (“Bid Due Date”)

INSTRUCTIONS TO BIDDERS

QUESTIONS ON THE WORK

All comments, concerns and questions regarding the Work and these documents shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org with the subject line "Ivy Hall Park Sidewalk Improvements". All comments, concerns and questions regarding the Work must be received by the 9:00 AM local time on the Question Due Date (defined above).

BID PROPOSAL DOCUMENTS

Each bidder must submit **copies** of the following documents (collectively, the "Bid Proposal"):


1. Executed and notarized Public Contract Statement set forth on **Exhibit A**;
2. Completed Schedule of Prices set forth on **Exhibit B**;
3. Completed Reference List set forth on **Exhibit C**;
4. Completed IDOT Affidavit of Availability set forth on **Exhibit D**; and
5. A list of the requested changes to the Contract citing the specific Article within the Contract and the specific change requested.

BID SECURITY

Along with the Bid Proposal, each bidder must submit with its Bid Proposal a bank draft, cashier's check, certified check or bid bond equal to at least five percent (5%) of the Total Contract Price, as set forth in their Schedule of Prices (the "Bid Security").

BID SUBMITTAL

All bid proposals must be submitted electronically through the Village's Vendor Registry online procurement system by the Bid Due Date on Wednesday, August 4, 2021 9:00 AM. Hard copy bids will not be accepted. All bids will be opened and read publicly via the GoToMeeting video conferencing platform <https://global.gotomeeting.com/join/782706773> or by calling into **+1 (408) 650-3123** , Access Code: 782-706-773
In order to submit a bid proposal, bidders shall:

1. Go to www.vbg.org/bids
2. Select on the project description, 'Ivy Hall Park Sidewalk Improvements' click the large red button at the top.

3. Log in to your account and enter your total bid price. This will be the as read bid price.
4. Bid Submittal Documents shall be a single attachment as a .pdf document (up to 200 MB)

VoBG-2021- 26 Bid for Village of Buffalo Grove, Illinois

IVY HALL PARK SIDEWALK IMPROVEMENTS

NO WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn after the Bid Due Date without the consent of the Village for a period of sixty (60) calendar days after the Bid Due Date.

QUALIFICATION OF BIDDERS

It is the intention of the Village to award the Work only to a bidder who furnishes satisfactory evidence that they have the requisite qualifications, capital, experience, facilities and ability to complete the Work successfully, promptly, and within the time frame set forth in these documents.

The Village reserves to make such investigations as it deems necessary to determine the qualifications and ability of any bidder. To that extent, all bidders agrees to furnish to the Village any information and data requested by the Village in its investigation. Failure of a bidder to provide any information or data requested by the Village in its investigation will be grounds to reject that bidder from consideration for the Work.

INSTRUCTIONS TO BIDDERS

1. Bidders must inform themselves of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the structural integrity of the building, the conditions of the ground, building codes. No extra compensation will be given to any bidder who fails to apprise themselves of the conditions under which the Work is to be performed.
2. All changes requested by a bidder to the Contract must be submitted with their Bid Proposal.
3. Bidders shall be responsible, at their own expense, for all permits, business licenses and other licenses which may be required to complete the Work and required by local, county, state or federal government.

RESERVATION OF RIGHTS

The Village reserves the following rights regarding the bidding process:

1. The right to accept the Bid Proposal that is, in the Village's sole judgment, the best and most favorable to the interests of the Village and the public.
2. To reject the lowest bidder.
3. To accept any item or any portion in any Bid Proposal from any bidder.
4. To accept and incorporate corrections, clarifications or modifications following the Bid Due Date when doing so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any bidder; and
5. To waive irregularities and informalities in the procurement process or in any Bid Proposal; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and bidders shall not rely upon, or anticipate, such waivers in submitting their Bid Proposal.
6. To disqualify any bidder that is found to have contacted the Village's personnel in any manner with regard to the Work.
7. The right to approve or disapprove of any or all subcontractors, or insist on no subcontractors, in connection with any Bid Proposal.
8. Reject any subcontractor from working on the Work if they are not listed in the Bid Proposal.
9. The Village shall hold the Bid Security, if any, for the two (2) lowest bidders until the Contract is signed for the Work.
10. Disqualify any bidder who requests changes to the Contract when such changes were not submitted with their Bid Proposal.
11. The right is reserved to the Village to increase or decrease the quantities shown in the schedule of pricing.

RESERVATION OF RIGHTS (cont.)

12. All Bidders are prohibited from making any contact with the any official or employee of the Village (collectively, "Municipal Personnel") with regard to the work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any Bidder that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Schroeder and Schroeder, Inc.
7306 Central Park, Skokie, IL 60076

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio 44251

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Buffalo Grove,
50 Raupp Blvd., Buffalo Grove, IL 60089

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of attached bid----- Dollars (\$
5% of attached bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Ivy Hall Park Sidewalk Improvements

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of August, 2021.

Schroeder and Schroeder, Inc.

(Principal) (Seal)

By: Chris Schroeder

(Title) President

Ohio Farmers Insurance Company

(Surety) (Seal)

Cathie M. Demitropoulos
Cathie M. Demitropoulos Attorney-in-Fact (Title)



General
Power
of Attorney

POWER NO. 1212962 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN,
JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of August A.D., 2021 .



Frank A. Carrino Secretary

Frank A. Carrino, Secretary



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 5376

Schroeder and Schroeder, Inc.
7306 Central Park Skokie, IL 60076

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 \$46,999,000.00

001	EARTHWORK	\$350,000
017	CONCRETE CONSTRUCTION	\$18,575,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/24/2021 TO 4/30/2022 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 6/24/2021.

Jim Bell
Engineer of Construction

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the "Contract Statement") has been executed by the below supplier, contractor or vendor (collectively the "Contractor") in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

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

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

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

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

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

CONFLICT OF INTEREST

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

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

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

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this 4th day of August, 2021.

Schroeder & Schroeder Inc.

Print Name of Contractor

Chris Schroeder

Signature Chris Schroeder

President

Print Title

Given under my hand and official seal, this 4th day of August, 2021.

Ann M Blackshaw
Notary Public



EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder: Schroeder & Schroeder Inc.
 Address of Bidder: 7306 Central Park
 City Skokie State IL Zip 60076 Telephone (847) 933-0526
 Email Address: chris@schroederconcrete.net

The Bidder declares, represents and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Bid. In particular, the Bidder declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the structural integrity of the building, the conditions of the ground, building codes. Bidder waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Price a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance Bond required by the Contract, and (iii) provide all insurance required under the Contract within fifteen (15) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

BID SECURITY

Accompanying this Bid is a BID BOND in the amount of
5% of Total Base Bid Dollars (\$ _____).

Notes:

- (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 Base Bid.

EXHIBIT B - SCHEDULE OF PRICES (cont.)

THE BELOW ITEM NUMBERS CORRESPOND TO THE SECTION NUMBERS WITHIN THE DESCRIPTION OF WORK.

<u>Item</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Units</u>	<u>Unit Price</u>	<u>Est. Qty x Unit Price</u> <u>Extended Price</u>
1	TRAFFIC CONTROL & PROTECTION	1	L SUM	3,750.00	3,750.00
2	CONSTRUCTION LAYOUT	1	L SUM	2,250.00	2,250.00
3	AGGREGATE BASE COUSE, TYPE B, 5"	506	SQ YD	6.00	3,036.00
4	P.C.C SIDEWALK, 5"	4550	SQ FT	9.00	40,950.00
5	DETECTABLE WARNINGS	10	SQ FT	50.00	500.00
6	CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT	35	LF	50.00	1,750.00
7	CLASS D PATCH, FULL DEPTH	8	SQ YD	85.00	680.00
8	PARKWAY RESTORATION	1200	SQ YD	6.00	7,200.00
TOTAL CONTRACT PRICE					60,116.00

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Bidder, 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) N/A (list each addendum number)

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

CONTRACTOR SIGNATURE and CONTACT INFORMATION

08/04/2021 (847) 933-0526
Date Phone

Schroeder & Schroeder Inc. chris@schroederconcrete.net
Legal Entity E-mail


(Sign here)

Chris Schroeder
(Print Name)

EXHIBIT C – CONTRACTOR REFERENCE LIST

Contact Name: SEE ATTACHED

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____



Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS

7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076

PHONE 847-933-0526 · FAX 847-933-0528

REFERENCES (2020):

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
Michele Zimmerman, Assistant Public Works Director
mzimmerman@algonquin.org
(847) 658-2700
Concrete Flat Work

Village of Glenview
2500 E. Lake Avenue
Glenview, IL 60026
Tom Hagerty, Engineering Project Manager
THagerty@baxterwoodman.com
(847) 904-4421
Concrete Flat Work

Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091
Dan Smith
dsmith@wilmette.com
(847) 853-7621
Concrete Flat Work

Village of Schaumburg
714 S. Plum Grove Road
Schaumburg, IL 60193
Brandon Stahl, Project Engineer
BStahl@eeiweb.com
(630) 878-2608
Concrete Flat Work

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
Patrick Smith
psmith@vah.com
(224) 260-6553
Concrete Flat Work

EXHIBIT D - IDOT AFFIDAVIT OF AVAILABILITY



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 8-4-21
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	5	
Contract Number		ANTIOCH	GREEN OAKS		GLENVIEW	
Contract With	ARLINGTON HTS	PETER BAKER	PETER BAKER	YORKSHIRE	KENNEDY CONST.	
Estimated Completion Date	12-1-21	10-31	9-30	10-31	9-1-21	
Total Contract Price	317,000.00	40,452.00	15,000.00	139,654.00	164,636.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	206,296.00			139,654.00		345,950.00
Uncompleted Dollar Value if Firm is the Subcontractor		40,452.00	15,000.00		164,636.00	220,088.00
Total Value of All Work						566,038.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	206,296.00	40,452.00	15,000.00	139,654.00	164,636.00	566,038.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	206,296.00	40,452.00	15,000.00	139,654.00	164,636.00	566,038.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK
SKOKIE, IL 60076



**Illinois Department
of Transportation**

Affidavit of Availability
For the Letting of _____

(Letting date)

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	6	7	8	9	10	
Contract Number	ZION	GLENVIEW		GREEN OAKS	PARK RIDGE	
Contract With	PETER BAKER	DIMEO BROS	NORTHBROOK	SCHROEDER ASPHALT	BROTHERS	
Estimated Completion Date	9-30	11/1/2021	8/1/2021	9/30/2021	9/30/2021	
Total Contract Price	75,060.00	85,449.00	590,905.00	28,257.00	186,979.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			305,589.00			651,539.00
Uncompleted Dollar Value if Firm is the Subcontractor	75,062.00	85,449.00		28,257.00	186,979.00	595,835.00
Total Value of All Work						1,247,374.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats			33,600.00			33,600.00
Concrete Construction	75,062.00	85,449.00	240,557.00	28,257.00	186,979.00	1,182,342.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)			6,682.00			6,682.00
Other Construction (List) TAR SEAL			24,750.00			24,750.00
						0.00
						0.00
Totals	75,062.00	85,449.00	305,589.00	28,257.00	186,979.00	1,247,374.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9	10
Subcontractor			CHICAGO CUT		
Type of Work			TAR SEAL		
Subcontract Price			24,750.00		
Amount Uncompleted			24,750.00		
Subcontractor			PRECISION MARKING		
Type of Work			STRIPING		
Subcontract Price			6,682.00		
Amount Uncompleted			6,682.00		
Subcontractor			DENLER INC.		
Type of Work			PATCH PCC		
Subcontract Price			33,600.00		
Amount Uncompleted			33,600.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	65,032.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK
SKOKIE, IL 60076



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of _____

(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	11	12	13	14	15	
Contract Number						
Contract With	MOUNT PROSPECT	NORTHBROOK	ROUND LAKE	GOLF	GRAYSLAKE	
Estimated Completion Date	9/30/2021	9/30/2021	9/30/2021	11/1/2021	10/31/2021	
Total Contract Price	150,000	350,000	65,000	25,000	80,020	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	88,575	350,000	65,000	25,000	80,020	1,260,134.00
Uncompleted Dollar Value if Firm is the Subcontractor						595,835.00
Total Value of All Work						1,855,969.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						33,600.00
Concrete Construction	88,575.00	350,000.00	65,000.00	25,000.00	80,020.00	1,790,937.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						6,682.00
Other Construction (List)						24,750.00
						0.00
						0.00
Totals	88,575.00	350,000.00	65,000.00	25,000.00	80,020.00	1,855,969.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK
SKOKIE, IL 60076



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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(Letting date)

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Part I. Work Under Contract

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	16	17	18	19	20	
Contract Number						
Contract With	WILMETTE	LINDENHURST	LINCOLNSHIRE	GLENCOE	GLENVIEW	
Estimated Completion Date	9/30/2021	9/30/2021	9/1/2021	11/1/2021	11/1/2021	
Total Contract Price	129,431	24,354	10,000	200,000	350,000	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	67,473	24,354	10,000	200,000	100,000	1,661,961.00
Uncompleted Dollar Value if Firm is the Subcontractor						595,835.00
Total Value of All Work						2,257,796.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						33,600.00
Concrete Construction	67,473.00	24,354	10,000.00	200,000.00	100,000.00	2,192,764.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						6,682.00
Other Construction (List)						24,750.00
						0.00
						0.00
Totals	67,473.00	24,354.00	10,000.00	200,000.00	100,000.00	2,257,796.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	16	17	18	19	20
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK
SKOKIE, IL 60076



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2300 South Dirksen Parkway/Room 322
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(Letting date)

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Part I. Work Under Contract

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	21	22	23	24	25	
Contract Number				LIBERTYVILLE	LCDOT	
Contract With	MT PROSPECT PARK DIST	LINDENHURST	SCHAUMBURG	PETER BAKER	PETER BAKER	
Estimated Completion Date	9/30/2021	9/30/2021	11/1/2021	9/30/2021	10/30/2021	
Total Contract Price	11,949	92,412	1,606,388	400,000	210,477.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	11,949	92,412	1,606,388			3,372,710.00
Uncompleted Dollar Value if Firm is the Subcontractor				227,371.00	210,447.00	1,033,653.00
Total Value of All Work						4,406,363.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage			22,500.00			22,500.00
Electrical			97,115.00			97,115.00
Cover and Seal Coats						33,600.00
Concrete Construction	11,949.00	92,412.00	1,467,023.00	227,371.00	210,447.00	4,201,966.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting			19,750.00			19,750.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						6,682.00
Other Construction (List)						24,750.00
						0.00
						0.00
Totals	11,949.00	92,412.00	1,606,388.00	227,371.00	210,447.00	4,406,363.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	21	22	23	24	25
Subcontractor			JASCO		
Type of Work			ELECTRICAL		
Subcontract Price			97,115.00		
Amount Uncompleted			97,115.00		
Subcontractor			ALLIED		
Type of Work			PAINTING		
Subcontract Price			19,750.00		
Amount Uncompleted			19,750.00		
Subcontractor			DEVINCI		
Type of Work			SEWER		
Subcontract Price			22,500.00		
Amount Uncompleted			22,500.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	139,365.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK
SKOKIE, IL 60076



**Illinois Department
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Bureau of Construction
2300 South Dirksen Parkway/Room 322
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Part I. Work Under Contract

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	26	27	28	29	30	
Contract Number	ELK GROVE			LICOLNWOOD		
Contract With	BUILDERS	NORTHFIELD	OAK PARK	ARROW	PARK RIDGE	
Estimated Completion Date	10-1	9-30	9-30	12/1/2021	9-30	
Total Contract Price	440,738.00	20,000.00	206,440.00	857,145.00	148,832.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		20,000.00	206,440.00		148,832.00	3,747,982.00
Uncompleted Dollar Value if Firm is the Subcontractor	289,113.00			759,856.00		2,082,622.00
Total Value of All Work						5,830,604.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						22,500.00
Electrical						97,115.00
Cover and Seal Coats						33,600.00
Concrete Construction	289,113.00	20,000.00	206,440.00	759,856.00	148,832.00	5,626,207.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						19,750.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						6,682.00
Other Construction (List)						24,750.00
						0.00
						0.00
Totals	289,113.00	20,000.00	206,440.00	759,856.00	148,832.00	5,830,604.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	26	27	28	29	30
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK
SKOKIE, IL 60076

(Notary Seal)



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	31	32	33	34	35	
Contract Number					EVANSTON	
Contract With	ROLLING MEADOWS	WINNETKA	VOLO	ROUND LK BEACH	JOHNSON	
Estimated Completion Date	10/30/2021	10/31/2021	9/30/2021	9/30/2021	7/30/2021	
Total Contract Price	200,000.00	125,000.00	14,040.00	40,000.00	223,035.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	156,959.00	125,000.00	14,040.00	40,000.00		4,083,981.00
Uncompleted Dollar Value if Firm is the Subcontractor					73,233.00	2,155,855.00
Total Value of All Work						6,239,836.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						22,500.00
Electrical						97,115.00
Cover and Seal Coats						33,600.00
Concrete Construction	156,959.00	125,000.00	14,040.00	40,000.00	73,233.00	6,035,439.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						19,750.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						6,682.00
Other Construction (List)						24,750.00
						0.00
						0.00
Totals	156,959.00	125,000.00	14,040.00	40,000.00	73,233.00	6,239,836.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	31	32	33	34	35
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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Type or Print Name CHRIS SCHROEDER PRESIDENT
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 Notary Public

Signed _____

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Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	36	37	38	39	40	
Contract Number	OSWEGO					
Contract With	D-CONSTRUCTION	WEST CHICAGO	GLENDALE HTS			
Estimated Completion Date	9/1/2021	10/6/2021	9/30/2021			
Total Contract Price	183,600.00	135,620.00	150,000.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		135,620.00	150,000.00			4,369,601.00
Uncompleted Dollar Value if Firm is the Subcontractor	183,600.00					2,339,455.00
Total Value of All Work						6,709,056.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						22,500.00
Electrical						97,115.00
Cover and Seal Coats						33,600.00
Concrete Construction	183,600.00	135,620.00	150,000.00			6,504,659.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						19,750.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						6,682.00
Other Construction (List)						24,750.00
						0.00
						0.00
Totals	183,600.00	135,620.00	150,000.00	0.00	0.00	6,709,056.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	36	37	38	38	40
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK
SKOKIE, IL 60076



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of _____
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	41	42	43	44	45	
Contract Number						
Contract With	GLEN ELLYN	GURNEE	PALATINE	WILMETTE		
Estimated Completion Date	10/30/2021	9/30/2021	9/29/2021	10/29/2021		
Total Contract Price	325,475.00	100,000.00	311,070.00	945,286.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	325,475.00	100,000.00	311,070.00	490,931.00		5,597,077.00
Uncompleted Dollar Value if Firm is the Subcontractor						2,339,455.00
Total Value of All Work						7,936,532.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage				96,364.00		118,864.00
Electrical						97,115.00
Cover and Seal Coats						33,600.00
Concrete Construction	325,475.00	100,000.00	311,070.00	290,299.00		7,531,503.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						19,750.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)				1,968.00		8,650.00
Other Construction (List) BRICK PAVING				102,300.00		127,050.00
						0.00
						0.00
Totals	325,475.00	100,000.00	311,070.00	490,931.00	0.00	7,936,532.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	41	42	43	44	45
Subcontractor				GALAXY	
Type of Work				SEWER	
Subcontract Price				96,364.00	
Amount Uncompleted				22,755.00	
Subcontractor				PRECISION MARKING	
Type of Work				STRIPING	
Subcontract Price				1,968.00	
Amount Uncompleted				1,968.00	
Subcontractor				LPS PAVING	
Type of Work				BRICK R&R	
Subcontract Price				102,300.00	
Amount Uncompleted				102,300.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	127,023.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 4th day of August, 2021

Ann M Blackshaw
Notary Public

Type or Print Name CHRIS SCHROEDER PRESIDENT
Officer or Director Title

Signed Chris Schroeder

My commission expires: 4/13/2025

(Notary Seal)



Company SCHROEDER AND SCHROEDER INC.
Address 7306 CENTRAL PARK
SKOKIE, IL 60076

VILLAGE OF BUFFALO GROVE SPECIAL PROVISIONS

DESCRIPTION OF THE WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

This Work shall collectively refer to furnishing the labor, materials, and equipment necessary to complete approximately 910 linear feet of 5-foot wide PCC sidewalk in the right-of-way along Aspen Drive and Clohessey Drive in the Village of Buffalo Grove. Work for the sidewalk shall include the construction layout of the sidewalk, excavation and removal of existing material, installation of prepared aggregate base, sidewalk pouring, ADA-compliant ½ crossing, parkway restoration, and ancillary items.

SEQUENCE OF OPERATIONS

The Contractor shall consult with the Director of Public Works or his authorized representative concerning the detail and scheduling of the Work contemplated herein, and shall be governed by the decision of said Director of Public Works or his authorized representative.

The Contractor shall coordinate its work in a manner that will cause as little inconvenience as possible to traffic, residents, the Buffalo Grove Park District, and Ivy Hall School, its employees, students, and parents of students. The Contractor shall work closely with the Village Officials, Fire and Police in coordination with the least amount of interruption to normal traffic and parking facilities, access to homes and inconvenience to the public.

STANDARD SPECIFICATIONS

The following Special Provisions supplement the Illinois Department of Transportation’s (IDOT’s) Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, hereinafter referred to as the “Standard Specifications” and the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), which is in effect on the date of the invitation for bids. In case of conflict with the said Specifications, the following Special Provisions shall take precedence and govern the construction. References to the “Engineer” or the “Department” shall be taken to indicate the Village of Buffalo Grove Director of Public Works or his appointed designee and the Village of Buffalo Grove, respectively.

EARTHWORK

Description. This work shall consist of the excavation, transport, and disposal of earthwork for the installation of the new sidewalk to approved grades. Work for this section shall follow applicable portions of Section 202 except as amended herein:

Soils: Excavated earth to be reused in embankment areas or respreads as topsoil shall require the approval of the Engineer. It is the intent of this contract that materials are re-utilized to the greatest extent practicable.

Disposal. If the Contractor elects to utilize a facility for the disposal of clean construction and demolition debris (CCDD), the Contractor shall be responsible for obtaining any testing requirements or forms and shall make available the results of any such testing to the Village upon receipt.

Upon receipt of testing results and appropriate documentation performed by a qualified third party, the Village will review said results and complete the Source Site Owner certification statement as appropriate.

Reuse of Material: Excavated materials to be respreads on the project site may be stored onsite within the right-of-way at the digression of the Engineer. The Engineer will not be responsible for determining the necessary quantity of material needed for onsite storage or to complete grading to the required lines and grades contained in the Appendices.

Basis of Payment. Earthwork related items shall be considered included in the cost of the sidewalk and aggregate base installation and will not be paid for separately.

Disposal of contaminated debris will not be paid for separately but will be included in the cost of the contract.

SAFETY

The Contractor shall exercise precaution at all times for the protection of persons and properties. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Director of Public Works or his authorized representative shall be immediately discontinued by the Contractor, and upon his receipt of instructions from the Director of Public Works or his authorized representative to discontinue such practice.

No excavations shall be left open during non-work hours unless approved by the Village and adequately protected from the public.

WATER USE

The Contractor may request use of the Village's designated hydrant located at the Village of Buffalo Grove Public Work Department at 51 Raupp Blvd. Use is subject to availability of Village-supplied water meters and applicable procedures supplied by the Public Works Water Division.

STORAGE AREA FOR TRUCKS AND CONSTRUCTION RELATED EQUIPMENT AND MATERIALS

No overnight parking of trucks and other construction related equipment or materials will be allowed on Village streets. Parking of trucks and other construction related equipment or materials on other public property must be approved by the Director of Public Works or his authorized representative. Parking of any construction trucks, equipment, or materials on private property is prohibited, unless otherwise permitted by law.

Short-term (24-hour) stockpile of backfill, crushed stone material, pipe, etc. will be allowed only where approved by the Engineer. Temporary stockpiles of materials shall not interfere with local and through traffic, pedestrian routes, bicycle trails, or drainage ways and shall not impede on playgrounds or other Park District or school facilities. Stockpiles shall not be located nearby drainage ways or storm sewers without sufficient erosion and sediment control measures.

Stockpiles of materials shall not be allowed on private property (unless permission is granted by the owner in writing), outside streets right-of-way; and shall not be allowed to block private driveways or sidewalks. Any grass areas damaged by stockpiled material shall be repaired as directed by the Engineer. The Engineer may require sodding installation at certain areas susceptible to pedestrian traffic or erosion or as deemed necessary for the neighborhood. These areas shall not be measured for payment and the Contractor shall repair any areas utilized for storage at his own expense to the satisfaction of the Director of Public Works or his appointed designee.

DETAILED SPECIAL PROVISIONS

TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable portions of Section 701 of the Standard Specifications, applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (ILMUTCD), and as detailed herein:

Special attention is called to Articles and 701.14 and 701.15 of the "Standard Specifications" and the following highway standards relating to traffic control:

701001

701006

701011

701901

BLR 18-6

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic and protecting pedestrians. Placement and maintenance of all traffic control devices shall be as directed by the Director of Public Works or his authorized representative, and in accordance with the applicable parts of Article 701.15 of the "Standard Specifications" and the "Manual on Uniform Traffic Control Devices for Streets and Highways".

At a minimum, the Contractor will provide appropriate signage and lighted barricades where any hazardous conditions are created. Any work damaged due to lack of adequate barricades shall be replaced by the Contractor at the Contractor's expense.

The Contractor shall erect substantial Type II lighted barricades to protect his work at all points deemed necessary to protect pedestrians and the motoring public; said Contractor shall place at such points the necessary warning signs, lights, and protective devices until the need for them has passed. Traffic cones not meeting the standard of Type II barricades shall only be utilized during daytime operations and shall act as supplementary to the use of lighted Type II barricades.

The Contractor shall leave said project sites 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. The Contractor shall consult with the Director of Public Works or his authorized representative concerning the details and scheduling of work contemplated herein and shall be governed by the decisions of said Director of Public Works or his authorized representative.

Basis of Payment: This work will be paid for at the Contract lump sum price for Traffic Control and Protection, which price shall be payment in full for all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, replace, relocate, and remove all traffic control devices indicated in the Special Provisions and plans and specifications.

CONSTRUCTION LAYOUT

Description: This item shall consist of providing construction staking and any field layout necessary for building the improvements to the typical line and grades shown in Appendix B and Appendix C. The Contractor shall notify the Engineer of the intended date for staking. Any locations not meeting the geometric requirements of the aforementioned Appendices for any reason will be brought to the attention of the Engineer prior to excavations.

The Contractor shall obtain the Engineer's approval of general layout prior to any excavations. This approval is considered a quality assurance review and does not relieve the Contractor of the responsibility for ensuring accurate offsets and grades needed to complete the project according to provided Appendices.

The Engineer will schedule for tree trimming and root pruning to be completed within 3 days of layout staking. The Contractor shall appropriately schedule of his forces according to this timeline and shall not perform any earthwork within the dripline of trees prior to the approval of the Village of Buffalo Grove Forestry Division.

Payment: Work for this item shall be paid for at the lump sum price for LAYOUT which price shall include all labor, materials, and equipment necessary to ensure the construction of the project to Exhibit lines and grades as approved by the Engineer in the field. This price shall also include adjustments needed to avoid items encountered in the field and make appropriate adjustments to allow for a smooth transition of the walk, regardless of the stage of construction.

Coordinating with the Public Works Department to complete the work of Layout and associated scheduling shall be considered included in the cost of this item.

AGGREGATE BASE COURSE TYPE B, 5"

This item of work shall concern the preparation of the aggregate base for the sidewalk. Work shall be according to applicable portions of Section 351 of the Standard Specifications and as described below:

Materials: Materials utilized shall meet the requirements of Article 1004.04 and the following:

Only gradation CA-6 shall be allowed as aggregate base.

General: Work on excavation for the aggregate base shall not commence until the completion of tree root pruning operations by the Village of Buffalo Grove's Forestry Division except as approved by the Engineer.

Aggregate shall be placed at least as wide as the outside edge of the sidewalk forms. Aggregate shall be placed the full 5" minimum depth at all locations under the concrete walk.

Time restrictions according to Article 351.10 will be waived; the subgrade shall pass inspection by the Engineer and receive approval prior to concrete placement. The Engineer reserves the right to require replacement or repair of sections of subgrade damaged by weather or other means prior to concrete placement.

Method of Measurement: Work for this item shall be measured in place at the width of the concrete sidewalk. No additional compensation shall be provided for aggregate placed under forms or outside of the 5' specified width.

Basis of Payment: This work shall be paid for at the Contract unit price per square yard for AGGREGATE BASE COURSE, TYPE B of the thickness specified, which price shall include labor, equipment, and materials necessary to complete all of the above described work.

Excavation-related activities shall not be paid for separately, but shall be included in the cost of the subgrade item.

P.C.C. SIDEWALK, 5”

This work shall be performed in accordance with the applicable portions of Sections 424 of the Standard Specifications and as amended herein:

New sidewalks shall also be constructed to a maximum cross slope of 2% and a typical slope as shown in Appendix C. Any additional granular fill (CA-6 aggregate base course) to bring the subgrade to the correct elevation shall be considered incidental to the Contract. The aggregate base course that is added shall be thoroughly compacted by a pneumatic compactor.

Forms a minimum of four inches (4") of depth shall remain undisturbed for at least 24 hours after the concrete has been placed.

Expansion Joints: Asphalt expansion joints (conforming to A.A.S.H.O. M33-48 requirements) of one-half inch (1/2") thickness and five-inch (5") depth shall be placed in locations as specified below.

Expansion joints shall be spaced at approximate intervals of fifty-feet (50') and between the curb head and new sidewalk. Expansion joints required under this paragraph shall not be installed where existing sidewalk abuts new sidewalk, but rather shall be installed between two (2) squares of the new sidewalk.

Finishing and Curing: Curing of concrete shall be by the membrane curing method in accordance with Section 1020.13 of the "Standard Specifications". The curing compound will be a Type 2, white pigmented whose work shall not be measured separately for payment, but included in the cost of the item PCC Sidewalk.

The Contractor is responsible for any damage done to the surface of the new concrete shortly after pouring (footprints, handprints, writing, spalling, etc.). Any damaged square will be removed and replaced at the Contractor's expense to the satisfaction of the Engineer.

Before the completed work will be ready for final inspection by the Director of Public Works or his authorized representative, the Contractor shall have removed from the project sites all surplus equipment, machinery, materials, debris, barricades, and signs.

This work shall be paid for at the Contract unit price per square foot for Removal and Replacement of P.C.C. Sidewalk, which price shall include all of the above.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PCC SIDEWALK, at the depth specified.

DETECTABLE WARNINGS

This work shall be performed in accordance with the applicable portions of Sections 424 of the Standard Specifications and IDOT except as altered herein:

Materials: Detectable warnings shall meet the following: Quick connect plates or bolted plates by Neenah Enterprises, Inc. Color shall be brick red.

General: Installation shall occur in accordance with IDOT Highway Standard 424001 and manufacture's recommendations.

Basis of Payment: This work shall be paid for at the Contract unit price per square foot for DETECTABLE WARNINGS, which price shall include all labor, materials, tools, equipment, and services necessary to satisfactorily complete the installation of the Detectable Warning Tiles.

CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT

Work for this item shall include the indicated curb removal at ADA-compliant sidewalk crossings. Work shall conform to all applicable portions of Article 440 and Article 606 of the Standard Specifications and IDOT Highway Standard 424001 and District 1 Standard BD-24 except as modified herein:

General: The work shall consist of the removal of existing combination curb and gutter as marked by the Engineer in the field according to Article 440. All items shall be sawcut cleanly at the full depth of the curb. Removed curb and gutter shall be disposed of off site on a daily basis. Damage to existing portions of adjacent pavement, curb, or sidewalk to remain occurring during removal operations shall be sawcut and removed as well. The Contractor shall not be compensated for removal and replacement of damaged portions of adjacent items due to the Contractor's carelessness.

The Contractor shall remove any subgrade material the Engineer deems unsuitable and shall dispose of the material according to Article 202.03. New curb shall be poured on prepared, compacted subgrade that meets all material specifications in Article 351 or as listed above. There shall be no standing water allowed on the subgrade prior to pouring concrete. The contractor shall excavate a maximum of 1' from the pavement edge in order to install curb forms. This excavation and subsequent approved backfill shall be incidental to the items for curb removal and replacement.

Two, 5/8" epoxy coated tie bars shall be installed at each joint with existing curb per Detail A of IDOT Highway Standard drawing 606001 which will be considered included in the price of the curb removal and replacement.

Forming, pouring, and finishing of the curb and gutter shall be according to Article 606. The Contractor shall utilize full-depth forms to ensure a smooth front edge of the curb face; no concrete will be allowed under the pavement edge. The Contractor shall match the adjacent existing curb and gutter to the same lines and dimensions.

Preformed expansion joint filler, 1 inch in thickness shall be constructed between all points of tangent of curb, at all drainage structures and at a minimum of 100 foot intervals from new or existing expansion joints. Tooled or saw cut contraction joints shall be constructed at 10 foot intervals between preformed joints or where determined in the field by the Engineer.

Curing of the concrete shall be by the membrane curing method in accordance with Section 1020.13 of the “Standard Specifications”. The curing compound will be a Type 2, white pigmented.

Basis of Payment: This work shall be paid for at the contract unit price per foot for Concrete Curb & Gutter Removal and Replacement and shall include all required labor, equipment, materials, curing agents, and disposal necessary to complete the work.

CLASS D PATCH, FULL DEPTH

Work for this item shall be for the removal and replacement of the pavement section adjacent to curb replacement for ADA compliant sidewalk crossings. Work shall conform to all applicable portions of Article 440 and Article 442 of the Standard Specifications except as modified herein:

Materials:

HMA - MIXTURE REQUIREMENTS

MIXTURE TYPE	AIR VOIDS @ Ndes
LONGITUDINAL EDGE PATCHING	
HMA Surface Course, Mix D, IL-9.5, N50	4% @ 50 Gyr.

1. The unit weight used to calculate all HMA Surface Mixture quantities is 112 lb/sy/in.
2. The 'AC Type' for Polymerized HMA mixes shall be 'SBS/SBR PG 76-22' and for non-polymerized HMA the 'AC Type' shall be 'PG 64-22' unless modified by District One Special Provisions.

Binder courses shall only be utilized with prior approval of the Engineer.

Asphalt shall be replaced to the full depth of the pavement section (6” to 8.5” thick). This item consists of the removal and replacement of asphalt pavement due to the removal and installation of adjacent concrete curb. All sawcutting required to complete these Class D Patches is considered incidental and will be paid for as part of this pay item.

Asphalt shall be compacted by roller or pneumatic hand tamper in lifts of 3” or less.

Method of Measurement: The work for this item shall be measured in place and the quantity calculated in Square Yards for Class D Patch, Full Depth, regardless of the actual depth.

Basis of Payment: This work shall be paid for at the Contract unit price per square yard for Class D Patches, Full Depth, measured in place, which price shall include all labor, equipment, and materials necessary to complete the above described work.

PARKWAY RESTORATION

This work shall include all labor, material, and equipment necessary to furnish, place, and maintain pulverized topsoil, seed, fertilizer nutrients, and erosion control blanket in accordance with Section(s) 211, 250, and 251 of the Standard Specifications and as specified herein.

Materials: The Contractor shall provide the Engineer with proper documentation on the landscaping materials supplied to the project such as topsoil source, topsoil certification, fertilizer bags, seed tags, and seed bags.

General: Pulverized topsoil shall be placed to a maximum depth of four (4) inches and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent hardscape, and be free from clods, stones, sticks, and debris. Any existing turf of a poor quality or nature should be removed and disposed of offsite.

The Contractor shall furnish and place IDOT Class 1A salt tolerant lawn mixture, produced and tested in the current year, be of good quality, and free of weeds. Nitrogen and potassium fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications (phosphorus is not permitted). Within 24 hours of seed placement, erosion control blanket shall be installed in accordance with Article 251.04 of the Standard Specifications.

It is recommended that the Contractor water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the Contractor to make required adjustments to the watering rate or schedule.

Landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the Contractor shall be responsible for, at no additional cost to the Village, watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Engineer will inspect the landscaped area and if deemed unsatisfactory, the Contractor shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the Contractor, not the Engineer, for maintaining and monitoring the landscape restoration during the period of establishment. If the placed landscape restoration has not been approved by the Owner or Engineer sixty (60) calendar days following installation, the Contractor will incur a monetary penalty of \$250 per calendar day or be required to place sod at the entire failed location. The placement of sod or monetary penalty will be authorized at the sole discretion of the Engineer.

Planting times shall be August 1 to November 1 in accordance with Article 250.07 of the Standard Specifications. The Village may postpone permanent seeding operations if deemed necessary. In such an event, the completion date may be extended accordingly.

For restoration areas less than two (2) square yards, it is at the Contractor's discretion to utilize a PennMulch method or seed and erosion control blanket method as described herein, however the obligations of the Contractor regarding the period of establishment shall still apply.

Method of Measurement: Work will be measured in place upon placement of erosion control blanket and the quantity calculated for payment in Square Yards. Only locations required to be restored due to the Contractor's work on the sidewalk and slopes will be measured for payment. Any locations utilized by the contractor for staging, soil stockpiling, or excessive excavation and vehicular traffic needing to be restored shall not be measured for payment but shall be restored at the Contractor's expense. The Engineer shall determine which locations shall be measured for payment and will inform the Contractor of any locations not measured for payment.

Basis of Payment: Upon placement of specified items, 75 percent of the pay item will be paid. Upon final acceptance, the remaining 25 percent will be paid. This work will be measured in place and paid for at the contract unit price per square yard (SY) for PARKWAY RESTORATION, which shall include all labor, material, and equipment required to complete the work as specified herein.

EROSION AND SEDIMENT CONTROL

The Contractor shall be required to control dust or air-borne dirt resulting from construction operations by utilizing a mechanical street sweeper on all pavement within or adjacent to the project work zone throughout the duration of the project. The resulting debris shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications. Individual fire hydrant use shall not be permitted to control dust at specific locations. The Contractor shall provide dust control operations daily or as directed by the Engineer.

The Contractor will be required to perform erosion control best management practices as listed in the Illinois Urban Manual and as acceptable to the Engineer in order to keep prevent the discharge of sediment-laden water or construction debris into any storm sewers, gutter lines, public or private streets, and private drives and lawns. In addition, the Contractor will be responsible for cleaning all storm sewer systems and waterways to their preconstruction condition to the satisfaction of the Engineer. In the event of an illicit discharge, regardless of blame, the Contractor shall concentrate their work efforts on remedying the situation to correct the deficiency.

At minimum, the contractor shall provide the following:

A temporary concrete washout facility according to Illinois Urban Manual detail code IUM-654SB or better

Inlet protection according to the Illinois Urban Manual as accepted by the Engineer.

Perimeter erosion control barrier according to Article 280.04 of the IDOT Standard Specifications.

Any above-grade Sediment control facilities installed shall be maintained at the end of each workday and upon significant sediment or water encroachment onto roadways as deemed necessary by the Engineer. Perimeter erosion control barriers are needed only where soil is stockpiled or where an exposed slope exceeds a 10:1 grade.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed for control of dust and construction related erosion and sediment controls as specified herein.

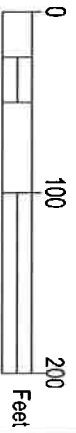
APPENDIX A

SUMMARY OF QUANTITIES

(see schedule of prices)

APPENDIX B

IVY HALL PARK SIDEWALK IMPROVEMENTS LOCATION MAP AND PLAN EXHIBIT

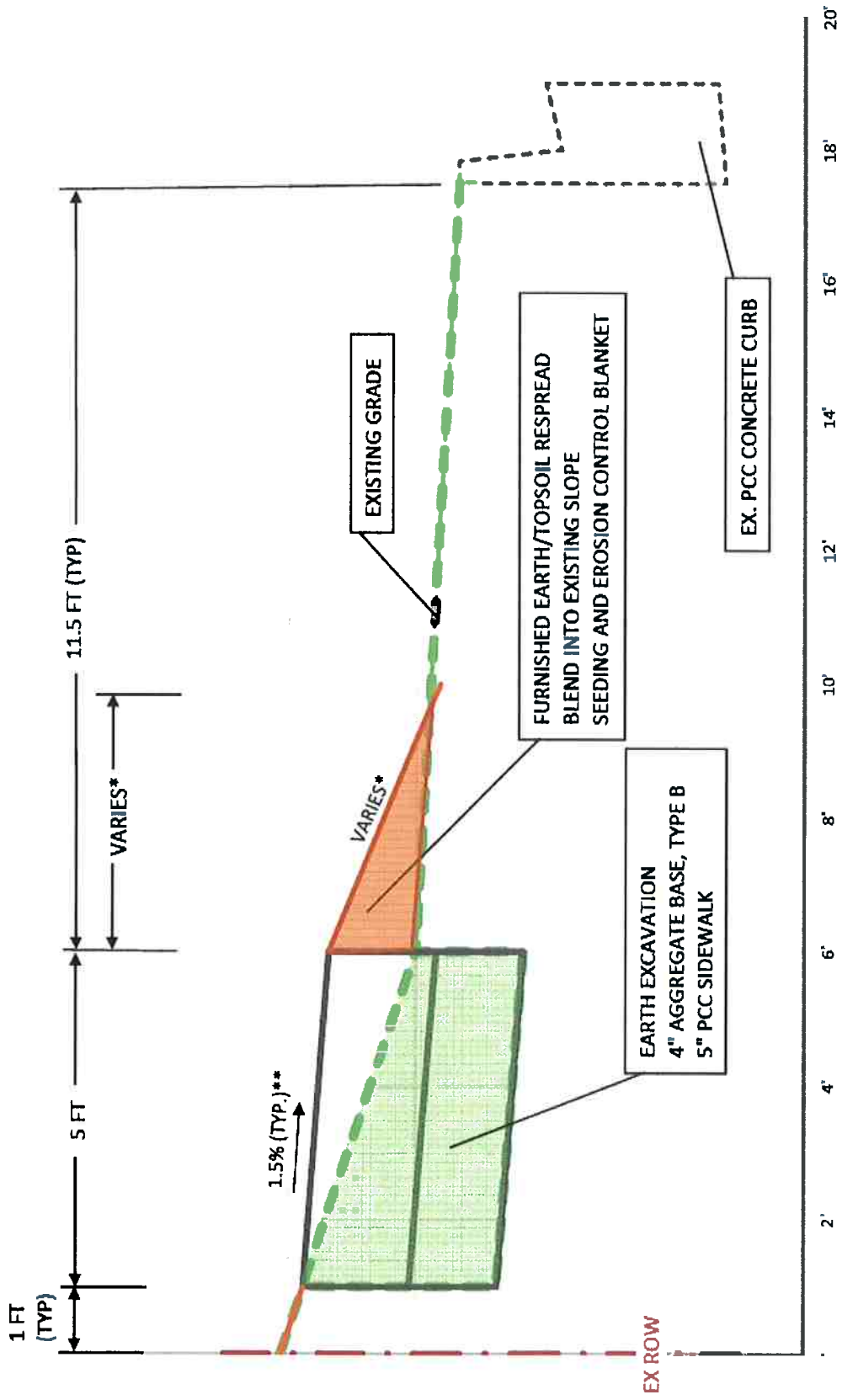


<p>VILLAGE OF BUFFALO GROVE DEPARTMENT OF PUBLIC WORKS 51 RAUPP BOULEVARD VILLAGE OF BUFFALO GROVE, IL 60089 (847) 459-2525</p>	ENGINEERING DIVISION	DATE	REVISIONS	BY	APPROVED	IVY HALL PARK SIDEWALK IMPROVEMENT APPENDIX B	SHEET NO.
					Approved By: <u>AL</u> Date: <u>06/11/2021</u> Scale:		1 OF 1

APPENDIX C

IVY HALL PARK SIDEWALK IMPROVEMENTS TYPICAL SECTION

TYPICAL SECTION



* Variable slope, typical values 2-10%. 1:4 max vertical:horizontal slope or as approved by the Engineer.
 ** 2% maximum cross slope.

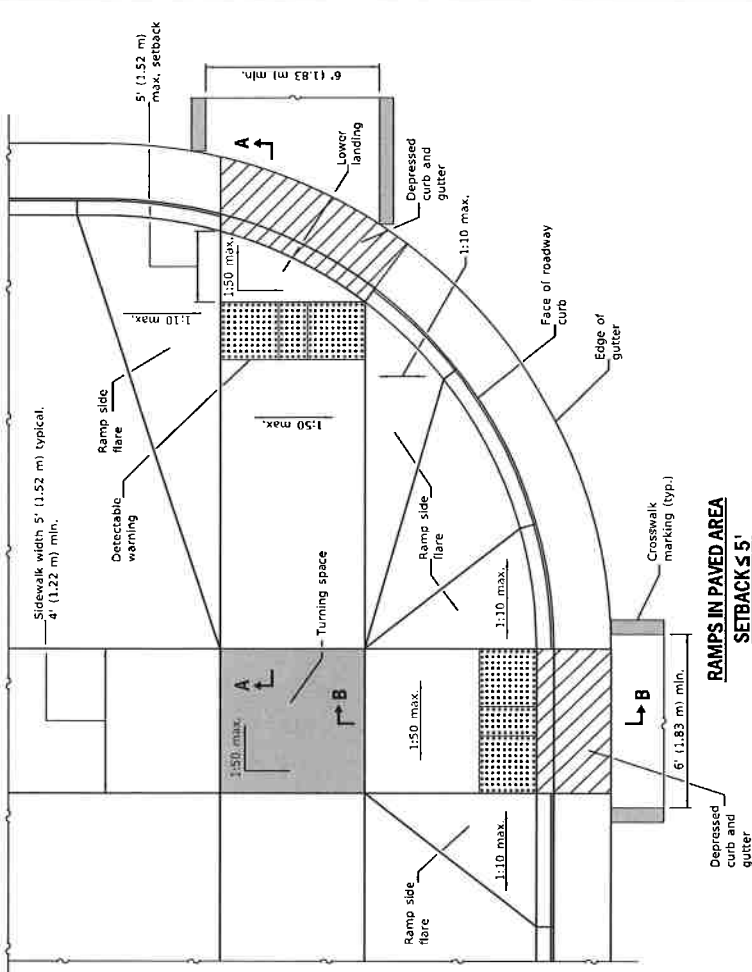
DETAILED SPECIAL PROVISIONS

APPENDIX D

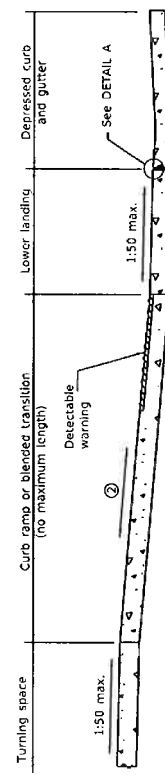
I.D.O.T. STANDARDS

10 Pages

APPENDIX D

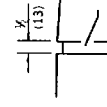


**RAMPS IN LANDSCAPED AREA
SETBACK ≤ 5'**

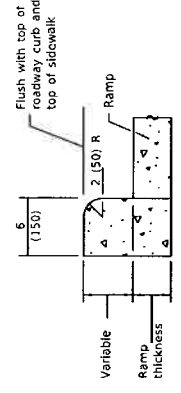


SECTION A-A

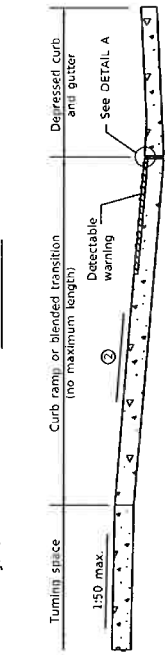
② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



DETAIL A



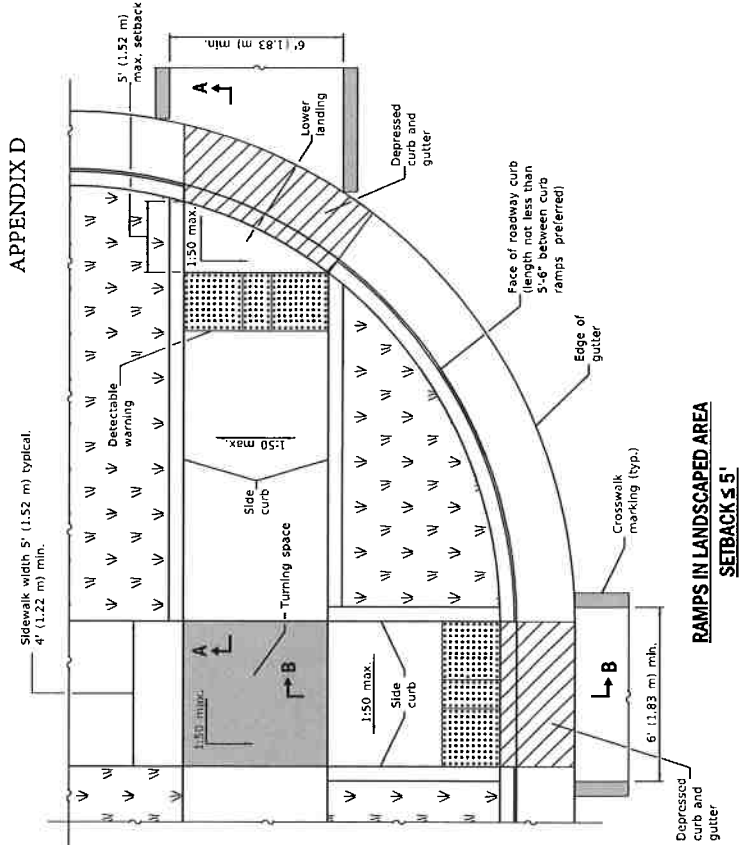
SIDE CURB DETAIL



SECTION B-B

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

**RAMPS IN PAVED AREA
SETBACK ≤ 5'**

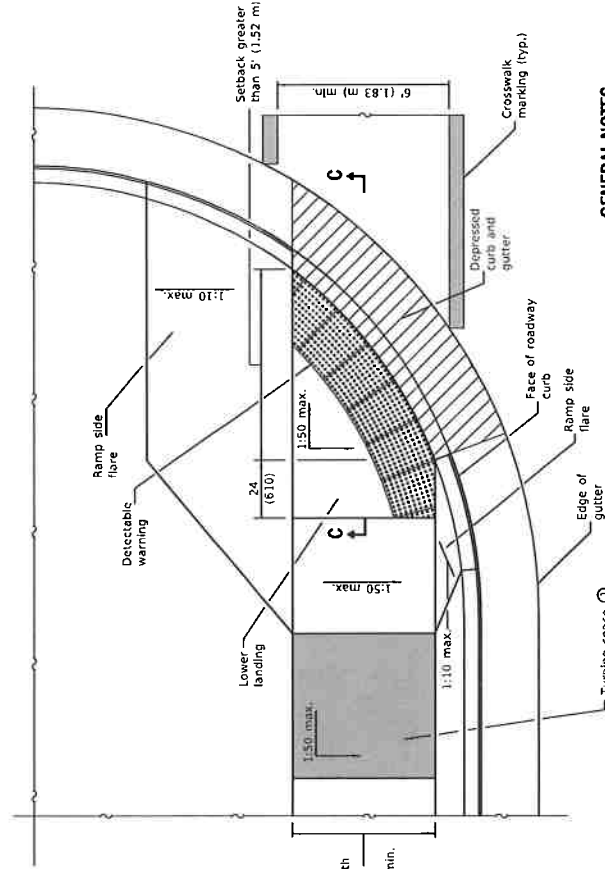


PASSED BY: <i>[Signature]</i> ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION 1 ENGINEER OF POLICY AND PROCEDURES APPROVED: <i>[Signature]</i> DIVISION 1 ENGINEER OF DESIGN FOR TRANSPORTATION	ISSUED: 1-1-97 2019 2019
--	--------------------------------

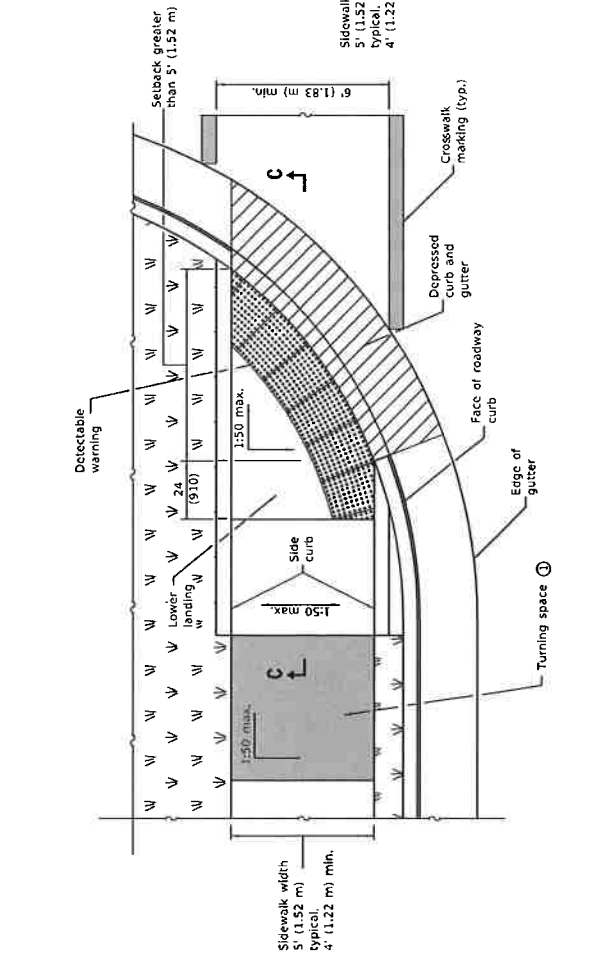
See Sheet 2 for GENERAL NOTES.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS	
DATE	REVISIONS
1-1-19	Removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.
1-1-18	Limited diagonal slope at turning spaces and lower landings.

STANDARD 424001-11
(Sheet 1 of 2)



RAMP IN LANDSCAPED AREA
SETBACK > 5'



RAMP IN PAVED AREA
SETBACK > 5'

GENERAL NOTES
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a slope opposite a ramp, the minimum length of the turning space in the direction of the ramp/run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS
(Sheet 2 of 2)
STANDARD 424001-11

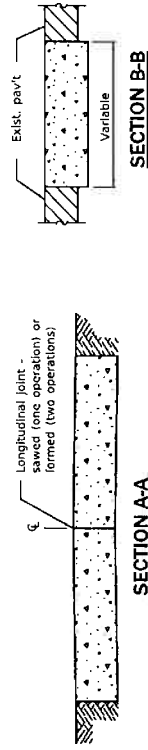
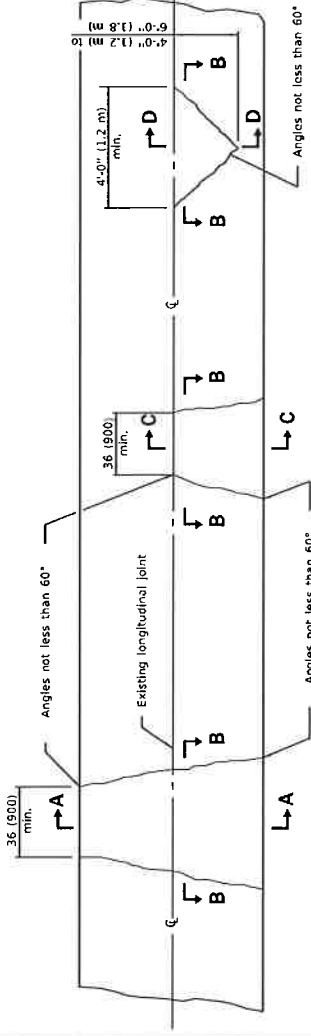


SECTION C-C

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. the turning slope of a blended transition shall be 1:20 max.

Illinois Department of Transportation
 PASSED BY: *[Signature]* 2019
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED BY: *[Signature]* 2019
 ENGINEER IN CHARGE FOR TRANSPORTATION
 ISSUED 1-1-97

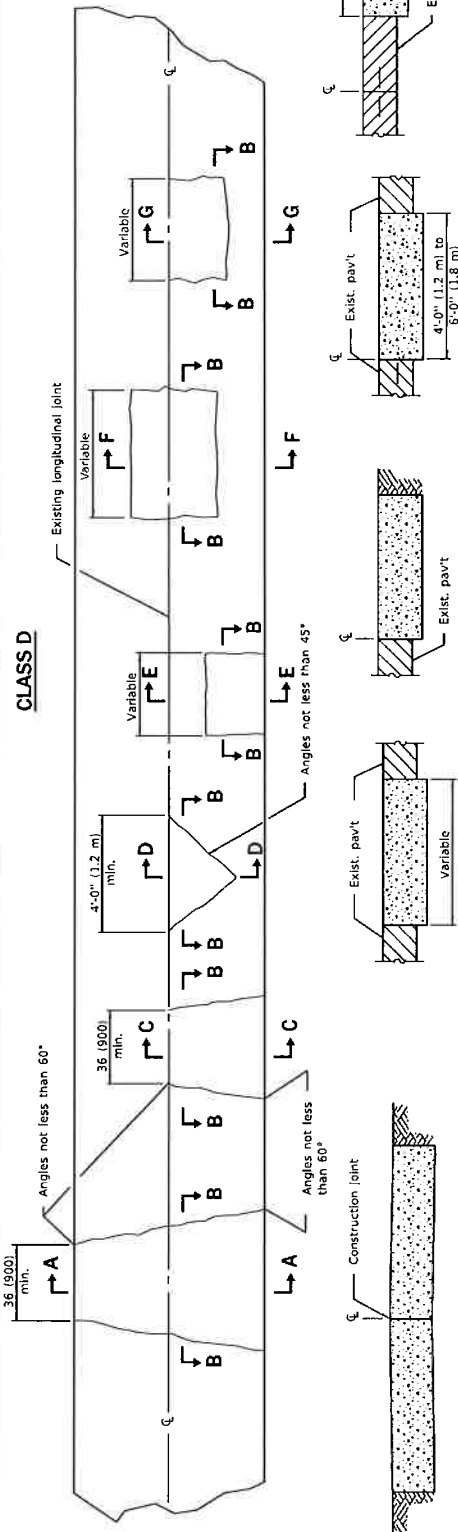
CLASS C



DETAIL OF SAWED CONTRACTION JOINT

Note: Longitudinal joints shall be as detailed on Standard 420001, except tie bars are not required for patches 20'-0" (6.0 m) or less in length.

CLASS D



SECTION A-A
(Built in two operations)

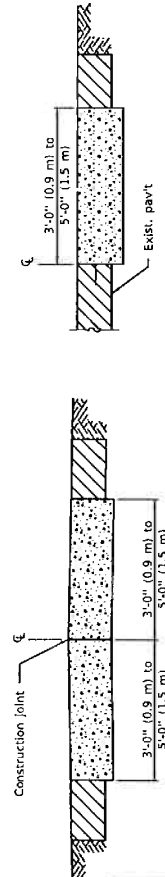
SECTION B-B

SECTION C-C

SECTION D-D

SECTION E-E

GENERAL NOTES
Existing tie bars shall be either cut or removed. Marginal bars shall be cut.
All dimensions are in inches (millimeters) unless otherwise shown.



SECTION A-A
(Built in two operations)

SECTION B-B

SECTION C-C

SECTION D-D

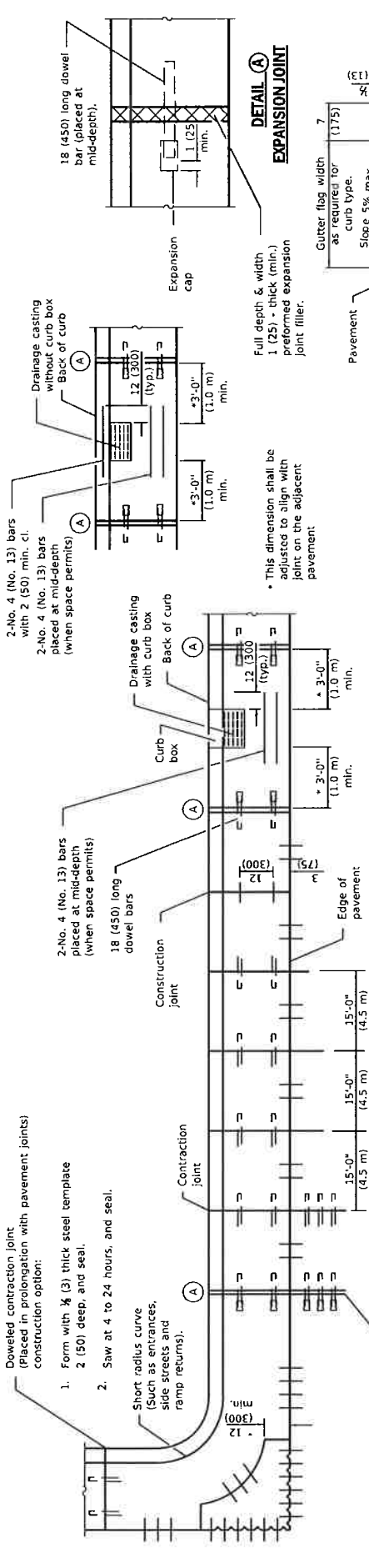
SECTION E-E

PHASED ILLINOIS Department of Transportation DIVISION OF POLICY AND PROCEDURES APPROVED: <i>[Signature]</i> ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97
	2008

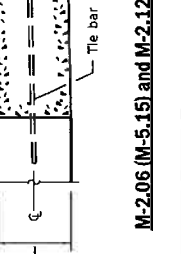
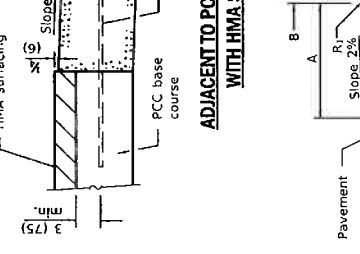
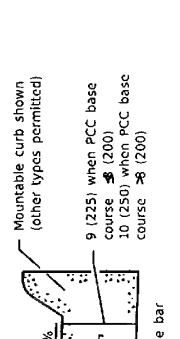
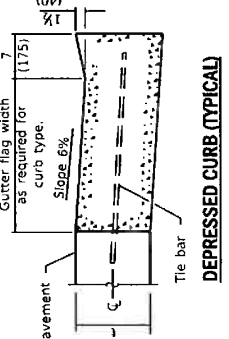
DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised Note for Class C patches.

CLASS C and D PATCHES

STANDARD 442201-03



PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE



GENERAL NOTES

- The bottom slope of combination curb and gutter constructed adjacent to PCC pavement shall be the same slope as the subbase or 6% when subbase is omitted.
- t = Thickness of pavement.
- Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.
- A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.
- The dowel bars shown in contraction joints will only be required for monolithic construction.
- See Standard 906301 for details of corner islands.
- All dimensions are in inches (millimeters) unless otherwise shown.

TABLE OF DIMENSIONS BARRIER CURB

TYPE	A	B	C	D	R ₁	R ₂
B-6.06 #	6	1	6	6	1	1
B-15.15 #	15	1	15	15	1	1
B-15.30 #	30	1	30	30	1	1
B-31.8 #	18	1	18	18	1	1
B-4.06 #	6	1	6	6	1	1
B-15.45 #	45	1	45	45	1	1
B-6.24 #	24	1	24	24	1	1
B-15.60 #	60	1	60	60	1	1
B-9.12 #	12	1	12	12	1	1
B-18.24 #	18	1	18	18	1	1
B-22.45 #	45	1	45	45	1	1
B-9.24 #	24	1	24	24	1	1
B-22.60 #	60	1	60	60	1	1

TABLE OF DIMENSIONS MOUNTABLE CURB

TYPE	A	B	C	D	R ₁	R ₂
M-2.06 #	6	1	6	6	1	1
M-15.15 #	15	1	15	15	1	1
M-15.30 #	30	1	30	30	1	1
M-4.06 #	6	1	6	6	1	1
M-10.15 #	15	1	15	15	1	1
M-4.12 #	12	1	12	12	1	1
M-10.30 #	30	1	30	30	1	1
M-4.18 #	18	1	18	18	1	1
M-10.45 #	45	1	45	45	1	1
M-4.24 #	24	1	24	24	1	1
M-10.60 #	60	1	60	60	1	1
M-6.06 #	6	1	6	6	1	1
M-15.15 #	15	1	15	15	1	1
M-6.12 #	12	1	12	12	1	1
M-15.30 #	30	1	30	30	1	1
M-6.18 #	18	1	18	18	1	1
M-15.45 #	45	1	45	45	1	1
M-6.24 #	24	1	24	24	1	1
M-15.60 #	60	1	60	60	1	1

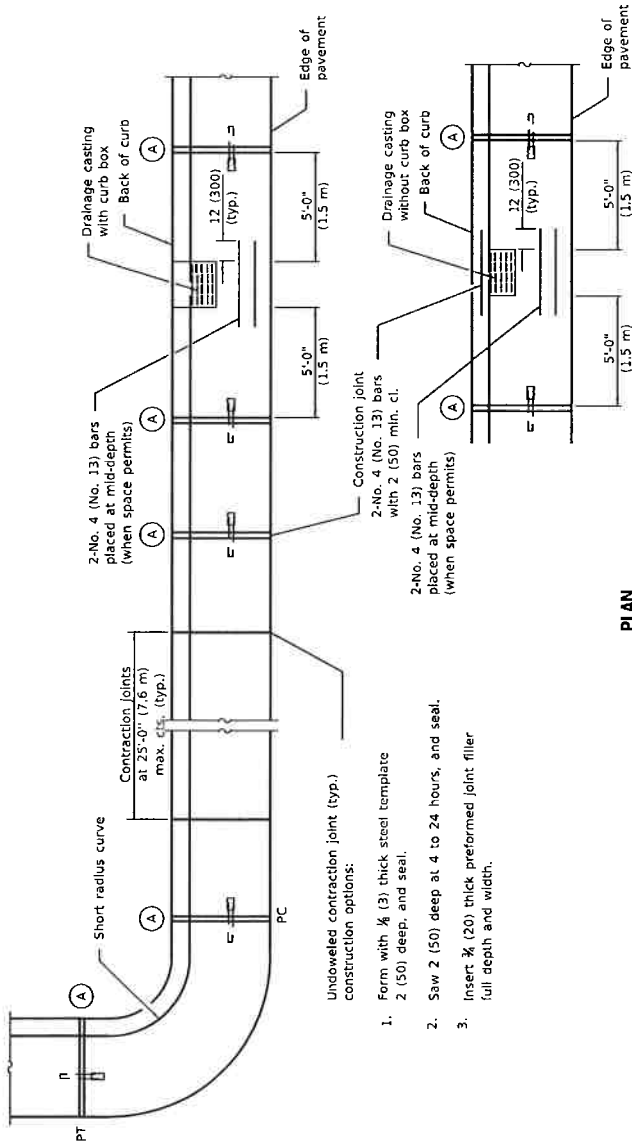
CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

REVISIONS

DATE	General Note for
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.
1-1-15	Added B-6.06 (B-15.15) barrier curb and gutter to table (corner islands only).

M-2.06 (M-5.15) and M-2.12 (M-5.30)

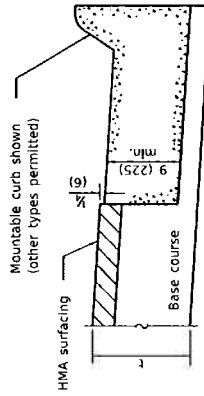
Illinois Department of Transportation
ISSUED 1-1-97
 PASSED January 1, 2018
 ENGINEER OF ROAD AND STRUCTURES
 APPROVED 12/21/18
 ENGINEER OF DESIGN AND ENVIRONMENT



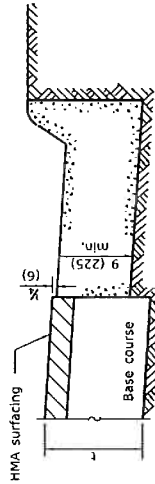
Undoweled contraction joint (typ.) construction options:

1. Form with $\frac{1}{8}$ (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert $\frac{3}{8}$ (20) thick preformed joint filler full depth and width.

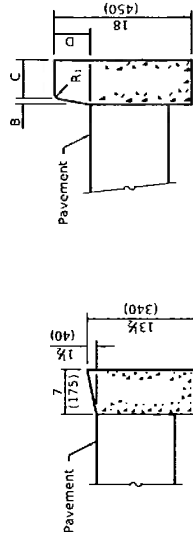
PLAN



ON DISTURBED SUBGRADE

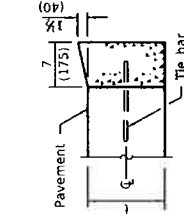


ON UNDISTURBED SUBGRADE



DEPRESSED CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

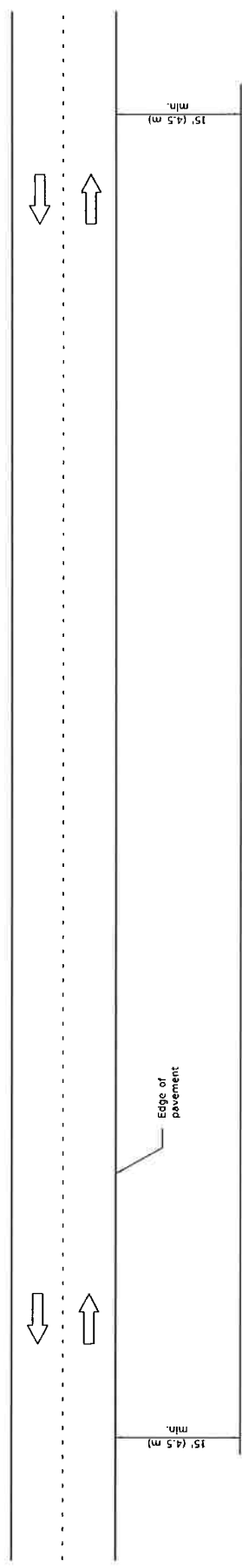
CONCRETE CURB TYPE B

ADJACENT TO FLEXIBLE PAVEMENT

**CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER**
(Sheet 2 of 2)

STANDARD 606001-07

Illinois Department of Transportation PASSED January 1, 2018 ENGINEER OF POLICY AND PROCEDURES APPROVED [Signature] 2018 ENGINEER OF DESIGN AND EXAMINATION	ISSUED 1-1-97
	[Signature] 2018
	[Signature] 2018



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Fencing contracts and maintenance
- Cleaning culverts

GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-05	Revisee title and notes.

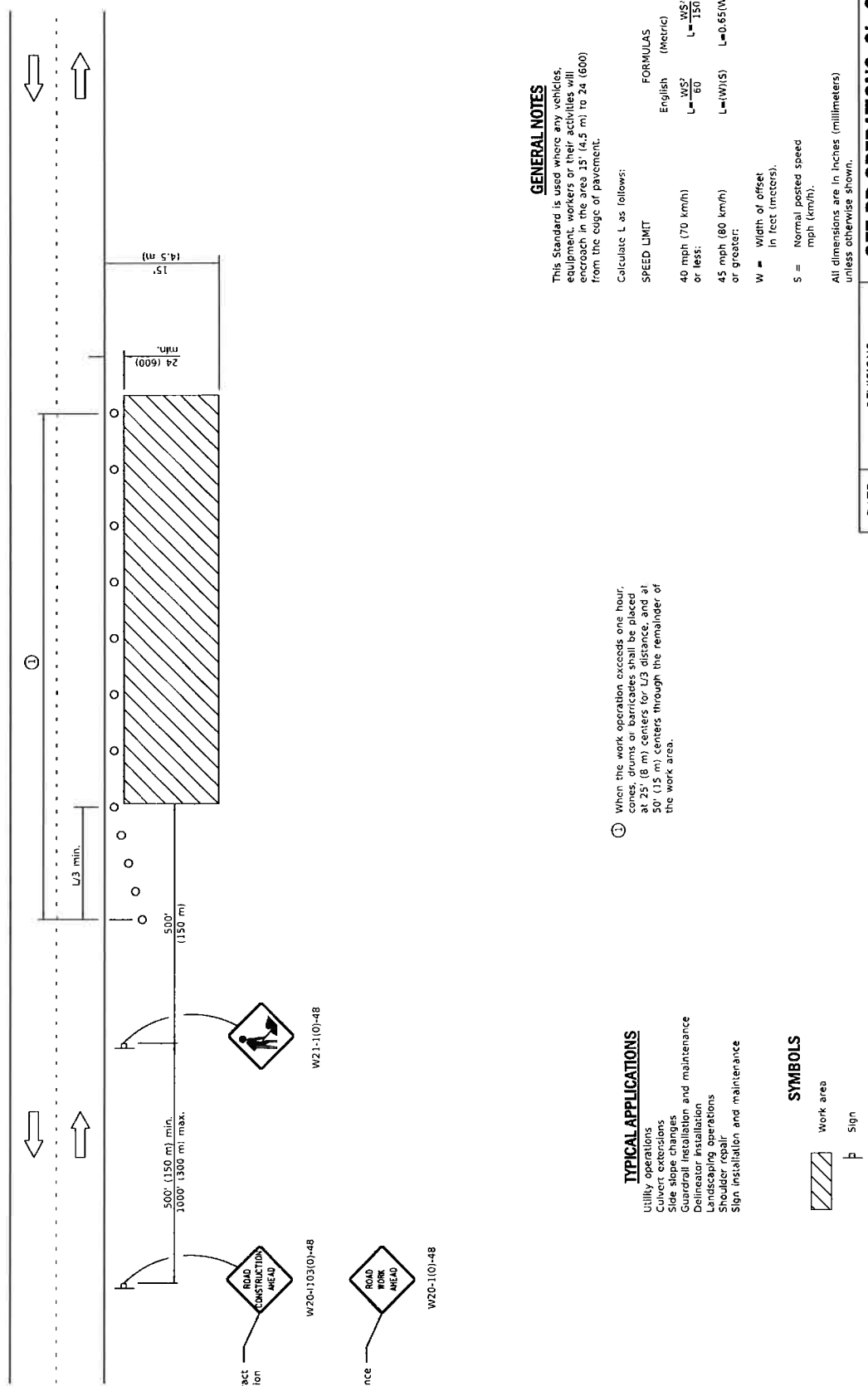
**OFF-RD OPERATIONS,
2L, 2W, MORE THAN
15' (4.5 m) AWAY**

STANDARD 701001-02

ISSUED 1-1-97

ILLINOIS DEPARTMENT OF TRANSPORTATION

APPROVED *[Signature]* 2009
 ENGINEER OF OPERATIONS
 2009
 ENGINEER OF DESIGN AND ENVIRONMENT



GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	English	(Metric)	FORMULAS
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$	
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$	

W = width of offset in feet (meters).
 S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L3 distance, and at 50' (15 m) centers through the remainder of the work area.

TYPICAL APPLICATIONS

- Utility operations
- Crew changes
- Side sign changes
- Guardrail installation and maintenance
- Delineator installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

SYMBOLS

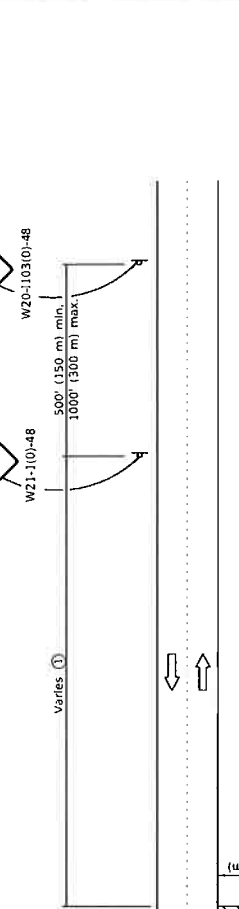
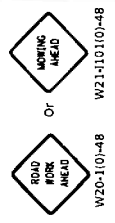
- Work area
- Sign
- Cone, drum or barricade

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text "WORKERS" sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

Illinois Department of Transportation
 PASSED January 2014
 ENGINEER OF SAFETY ENGINEERING
 APPROVED [Signature] 2014
 ENGINEER OF DESIGN AND ENVIRONMENT



TYPICAL APPLICATIONS

Shoulder work
Utility operations

For contract construction projects

For maintenance and utility projects

- ① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed 1/2 the length required for one normal working day's operation, or 4 miles (6.4 km) whichever is less.

SYMBOLS

- Work area
- Sign
- Flagger with traffic control sign when required

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the shoulder, where the average speed is 1 mph (2 km/h) or less.

When the work operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

**OFF-RD MOVING OPERATIONS,
2L, 2W, DAY ONLY**

STANDARD 701011-04

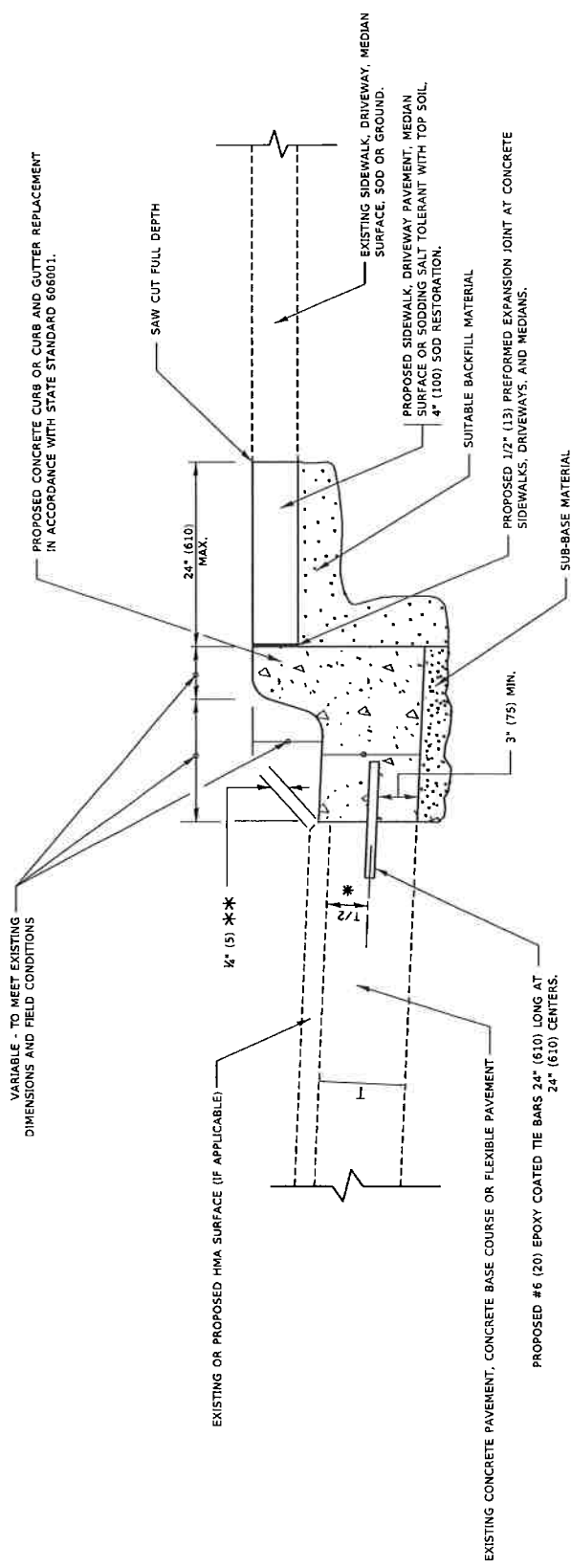
Illinois Department of Transportation

ISSUED 1-1-97

PASSED JANUARY 1, 2014

APPROVED [Signature] ENGINEER OF SAFETY ENGINEERING

APPROVED [Signature] ENVIRONMENT



VARIABLE - TO MEET EXISTING DIMENSIONS AND FIELD CONDITIONS

PROPOSED CONCRETE CURB OR CURB AND GUTTER REPLACEMENT IN ACCORDANCE WITH STATE STANDARD 606001.

SAW CUT FULL DEPTH

24" (610) MAX.

EXISTING OR PROPOSED HMA SURFACE (IF APPLICABLE)

1/2" (13) **

1/2"

*

EXISTING CONCRETE PAVEMENT, CONCRETE BASE COURSE OR FLEXIBLE PAVEMENT

SUITABLE BACKFILL MATERIAL

PROPOSED 1/2" (13) PREFORMED EXPANSION JOINT AT CONCRETE SIDEWALKS, DRIVEWAYS, AND MEDIANS.

PROPOSED #6 (20) EPOXY COATED TIE BARS 24" (610) LONG AT 24" (610) CENTERS.

SUB-BASE MATERIAL

* 3" (75) MINIMUM FROM TOP AND BOTTOM OF THE CONCRETE PAVEMENT OR BASE COURSE.

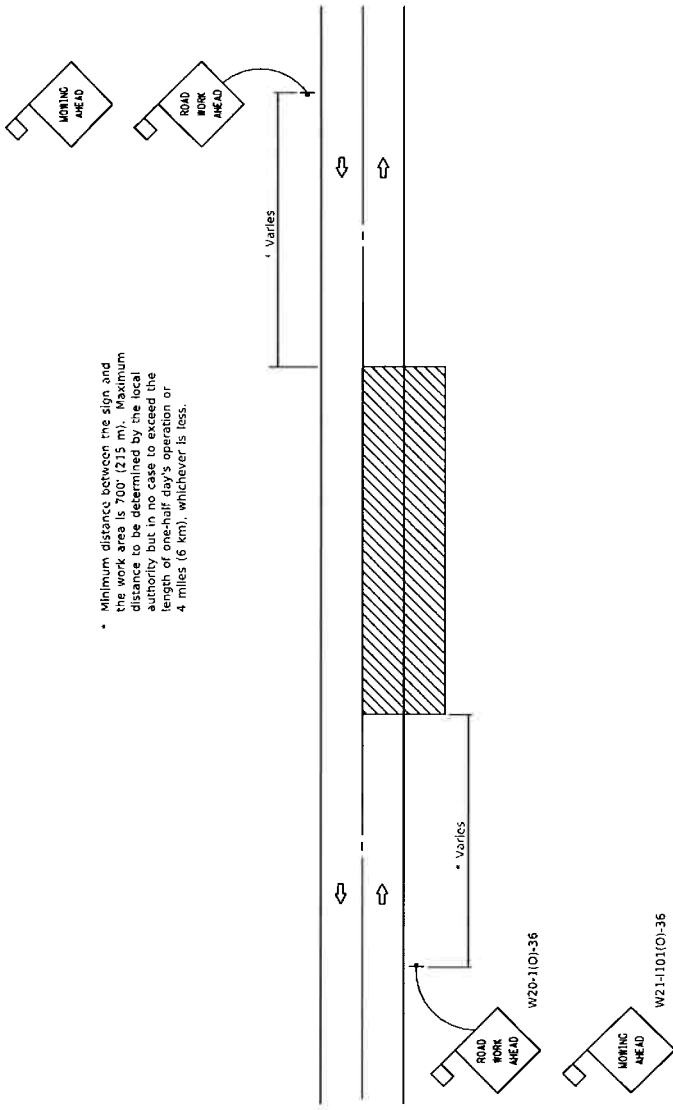
** IF THE FINAL SURFACE OF THE PAVEMENT IS CONCRETE, THE GUTTER IS TO BE FLUSH WITH THE PAVEMENT.

CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.

DATE: 11/11/14	DESIGNED BY: A. PROZEN	DESIGNED: 11/11/14	DESIGNED BY: A. PROZEN	SCALE: NONE	SHEET: 1 OF 1	PROJECT: STA. TO STA.	F.A. RTE.:	SECTION:	COUNTY:	TOTAL SHEETS:
PROJECT NO.:	PROJECT NO.:	PROJECT NO.:	PROJECT NO.:	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:
DATE: 11/11/14	CHECKED BY: J. SMITH	CHECKED: 11/11/14	CHECKED BY: J. SMITH	SCALE: NONE	SHEET: 1 OF 1	PROJECT: STA. TO STA.	F.A. RTE.:	SECTION:	COUNTY:	TOTAL SHEETS:
DATE: 11/11/14	DESIGNED BY: A. PROZEN	DESIGNED: 11/11/14	DESIGNED BY: A. PROZEN	SCALE: NONE	SHEET: 1 OF 1	PROJECT: STA. TO STA.	F.A. RTE.:	SECTION:	COUNTY:	TOTAL SHEETS:
DATE: 11/11/14	CHECKED BY: J. SMITH	CHECKED: 11/11/14	CHECKED BY: J. SMITH	SCALE: NONE	SHEET: 1 OF 1	PROJECT: STA. TO STA.	F.A. RTE.:	SECTION:	COUNTY:	TOTAL SHEETS:
DATE: 11/11/14	DESIGNED BY: A. PROZEN	DESIGNED: 11/11/14	DESIGNED BY: A. PROZEN	SCALE: NONE	SHEET: 1 OF 1	PROJECT: STA. TO STA.	F.A. RTE.:	SECTION:	COUNTY:	TOTAL SHEETS:
DATE: 11/11/14	CHECKED BY: J. SMITH	CHECKED: 11/11/14	CHECKED BY: J. SMITH	SCALE: NONE	SHEET: 1 OF 1	PROJECT: STA. TO STA.	F.A. RTE.:	SECTION:	COUNTY:	TOTAL SHEETS:

* Minimum distance between the sign and the work area is 700' (215 m). Maximum distance to be determined by the local authority but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less.



TWO-LANE, TWO-WAY TRAFFIC
RURAL OPERATIONS
DAY OPERATIONS ONLY

SYMBOLS

- Work area
- Sign with 18x18 (450x450) min. orange flag attached.

TYPICAL APPLICATIONS

- MOWING
- SPREADING AGGREGATE
- WEED SPRAYING
- SURFACE MAINTENANCE
- BITUMINOUS RESURFACING
- SHOULDER REPAIR
- CLEANING DITCHES

GENERAL NOTES

Maintenance operations shall be confined to one traffic lane, leaving the opposite lane open to traffic. At least 500' (150 m) of both traffic lanes shall be available for traffic movement between work areas at intervals not greater than 1000' (300 m).

When operations are on the pavement and stationary or moving at a speed less than 4 mph (6.4 km/h), the use of a Type II Advance Sign shall be limited in the direction of the ROAD WORK AHEAD sign and the work area. The distance between this sign and the work area shall be a minimum of 400' (120 m) but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less. The distance between the two signs shall be approximately 400' (120 m).

All signs are to be removed at completion of the day's operation.

Any unattended obstacle, excavation, or pavement drop off greater than 3 (75) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their activities are restricted at all times to one side of the pavement.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

Applicable operations illustrated in Standard 701301 may be used when operations do not exceed 15 minutes on the pavement or 60 minutes on the shoulder respectively.

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-15	Corrected RWA sign number.
1-1-09	Switched units to English (metric). Moved one General Note.

TRAFFIC CONTROL DEVICES-
DAY LABOR MAINTENANCE

STANDARD B.L.R. 18-6

Illinois Department of Transportation

ISSUED 1-1-97

PASSED January 1, 2015

ENGINEER OF LOCAL ROADS AND STREETS

APPROVED [Signature]

January 1, 2015

ENGINEER OF TRAFFIC CONTROL MAINTENANCE

APPENDIX E

ADDENDA

APPENDIX F
FORM OF CONTRACT

IVY HALL PARK SIDEWALK IMPROVEMENTS FORM OF CONTRACT

Ivy Hall Park Sidewalk Improvements Project (the “Contract”) is entered between the Village of Buffalo Grove (hereinafter the “Village” or “Owner”), an Illinois home-rule unit of government, and Schroeder & Schroeder, Inc. an [Illinois Corporation] (hereinafter the “Contractor”) on this 31st day of August, 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 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, October 1, 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 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 its 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 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 coverages 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 of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

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

ARTICLE XII – NOTICE

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

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 mskibbe@vbg.org ATTN: Mike Skibbe
WITH COPIES TO:	Cc: Alarson@vbg.org Cc: Pbrankin@vbg.org
IF TO THE CONTRACTOR:	<u>Schroeder & Schroeder Inc.</u> <u>7306 Central Park</u> <u>Skokie, IL 60076</u> ATTN: <u>Chris Schroeder</u>

ARTICLE XIII – CHANGE ORDERS

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

ARTICLE XIV – 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 – 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 XVI – 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 XVII – 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 XVIII – 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 XIX – 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 XX– 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 XXI – TREE PROTECTION AND PRESERVATION

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.

ARTICLE XXII– 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 XXIII – 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 XXIV – 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 XXV – 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 XXVI – 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 XXVII – 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 XXVIII – COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

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

ARTICLE XXIX– 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 XXX– CONTROLLING LAW AND VENUE

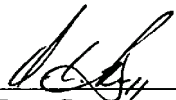
This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby 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 XXXI – 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

Schroeder & Schroeder, Inc.
[An Illinois Construction company]

By: 
Name: Chris Schroeder
Title: President

CONTRACT EXHIBIT A

[Description of the Work]

CONTRACT EXHIBIT B

[Schedule of Prices]

EXHIBIT B - SCHEDULE OF PRICES (cont.)

THE BELOW ITEM NUMBERS CORRESPOND TO THE SECTION NUMBERS WITHIN THE DESCRIPTION OF WORK.

<u>Item</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Units</u>	<u>Unit Price</u>	<u>Est. Qty x Unit Price</u> <u>Extended Price</u>
1	TRAFFIC CONTROL & PROTECTION	1	L SUM	3,750.00	3,750.00
2	CONSTRUCTION LAYOUT	1	L SUM	2,250.00	2,250.00
3	AGGREGATE BASE COUSE, TYPE B, 5"	506	SQ YD	6.00	3,036.00
4	P.C.C SIDEWALK, 5"	4550	SQ FT	9.00	40,950.00
5	DETECTABLE WARNINGS	10	SQ FT	50.00	500.00
6	CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT	35	LF	50.00	1,750.00
7	CLASS D PATCH, FULL DEPTH	8	SQ YD	85.00	680.00
8	PARKWAY RESTORATION	1200	SQ YD	6.00	7,200.00
TOTAL CONTRACT PRICE					60,116.00

**CONTRACT EXHIBIT C
FORM OF PERFORMANCE BOND**

Bond Number: 167453M

Executed with 2 originals

KNOW ALL MEN BY THESE PRESENTS, That Schroeder & Schroeder, Inc. (the "Principal") and Ohio Farmers 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 thousand one hundred sixteen and 00/XXX Dollars (\$ 60,116.00) 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 IVY HALL PARK SIDEWALK IMPROVEMENTS Contract between Principal and the Village dated 24th day of August, 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 XXIII – 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 this 25th day of August, 2021.

SURETY

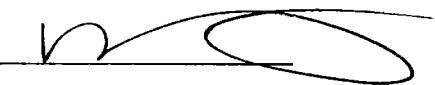
PRINCIPAL

By: 
Name: Cathie M. Demitropoulos
Title: Attorney-in-Fact

By: 
Name: Chris Schroeder
Title: President

ATTEST

ATTEST

By: 

By: 

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

General
Power
of Attorney

POWER NO. 1212962 02

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of **NAPERVILLE** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of August A.D., 2021 .



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Village of Buffalo Grove 50 Raupp Blvd. Buffalo Grove, IL 60089	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. **Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions**, the last paragraph of Item 2. **Exclusions** is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted.

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of the policy; and
- 2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

- 3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insureds rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item **14**, the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

CONTRACT EXHIBIT D

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

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

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

DATE _____ COMPANY NAME _____
 ADDRESS _____
 SIGNATURE AND TITLE _____

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

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

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

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

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

DATE _____ SIGNATURE: _____

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

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

 NOTARY PUBLIC

CONTRACT EXHIBIT E

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

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

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

DATE _____ COMPANY NAME _____
ADDRESS _____
SIGNATURE AND TITLE _____

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

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

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

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

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

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

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

NOTARY PUBLIC