

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from construction contractors for the following project:

2015 Joint Pavement Marking

This is a joint bid for the Villages of Grayslake, Lindenhurst, and Lake Villa. Sealed bids for this contract must be received before 11:15 a.m. on March 13, 2015 at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the municipalities, as determined by the municipalities. The municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents. President and Board of Trustees

Village of Grayslake, Illinois

By: Village Manager, Michael J. Ellis

Published in Daily Herald March 3, 2015 (4399881)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published March 3, 2015 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY 
Authorized Agent

Control # 4399881

PROPOSAL

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA**

CONTRACT FOR

2015 JOINT PAVEMENT MARKING

BIDDER'S PROPOSAL

Full Name of Bidder Superior Road Striping Inc. ("Bidder")
Principal Office Address 1980 N. Hawthorne Ave
Local Office Address Melrose Park IL 60160
Contact Person Joe Yaco Telephone 708-865-0718

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other

PROPOSAL

governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	THERMOPLASTIC PAVEMENT MARKING - 4"	LF	13,639	\$.60	\$ 8183.40
2	THERMOPLASTIC PAVEMENT MARKING - 6"	LF	2,227	\$.75	\$ 1670.25
3	THERMOPLASTIC PAVEMENT MARKING - 12"	LF	938	\$ 1.50	\$ 1407.00
4	THERMOPLASTIC PAVEMENT MARKING - 24"	LF	490	\$ 4.00	\$ 1960.00
5	LETTERS & SYMBOLS	SF	1,615	\$ 4.00	\$ 6460.00

TOTAL CONTRACT PRICE:

Nineteen thousand four hundred eight Dollars
(in writing)

and Sixty-five Cents
(in writing)

19,680 Dollars
(in figures)

and 65 Cents
(in figures)

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposals and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachment A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of nine hundred eighty four dollars (\$ 985.00), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 11 day of MARCH, 2015.

Attest/Witness:

SUPERIOR ROAD STRIPING INC.
Bidder

By:

JOAN YARD
Title: JOAN YARD President

By:

JOSEPH YARD
Title: JOSEPH YARD V. PRESIDENT

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA

CONTRACT FOR

2015 JOINT PAVEMENT MARKING

BIDDER'S SWORN ACKNOWLEDGEMENT

Joseph YARD ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of SUPERIOR ROAD STRIPING INC

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>JOAN YARD</u>	<u>1980 N. HAWTHORNE</u>
Vice President	<u>JOSEPH YARD</u>	<u>MELROSE PARK</u>
Secretary	<u>JOAN YARD</u>	<u>60160</u>
Treasurer	<u>JOSEPH YARD</u>	

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 11 day of MARCH, 2015.

Attest/Witness:

Superior Road Striping INC
Bidder

By: Joan Yano

By: [Signature]

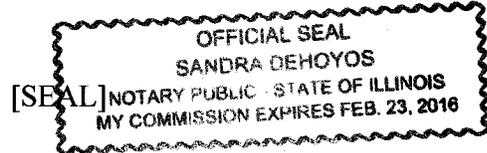
Title: JOAN YANO, President

Title: JOSEPH YANO, V.P.

Subscribed and Sworn to before me this 11 day of MARCH, 2015.

My Commission Expires: 2-23-16

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA**

CONTRACT FOR

2015 JOINT PAVEMENT MARKING

BIDDER'S SWORN WORK HISTORY STATEMENT

Joseph Yano ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: ROAD STRIPING

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>50</u> % Federal	<u>50</u> % As Contractor	___ % Bidder's Forces
<u>50</u> % Other Public	<u>50</u> % As Subcontractor	___ % Subcontractors
___ % Private		___ % Materials

3. **Years in Business**

ACKNOWLEDGEMENT

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 27 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>N/A</u>		

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>N/A</u>			

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>AWMC</u>	<u>WVCO DOT</u>	<u>ILLINOIS DEPT OF TRANSP.</u>
Owner Address	<u>1600 E GOLF DES PLAINES</u>	<u>600 W. WINDCHESTER LIBERTYVILLE</u>	<u>201 W CENTER SCHAMMBURG IL</u>
Reference	<u>THOMAS K</u>	<u>John Sauter</u>	<u>Pat Kenehane</u>
Telephone Number	<u>847-296-9200</u>	<u>847-377-7400</u>	<u>847-438-2300</u>
Type of Work	<u>Thermoplastic Pavement Marking</u>		

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>NWMC</u>	<u>INCO</u>	<u>FDT</u>
Amount of Contract	<u>437,545.56</u>	<u>769,000.00</u>	<u>632,014.00</u>
Date Completed	<u>2014</u>	<u>2014</u>	<u>2014</u>

DATED this 11 day of MARCH, 2015

Attest/Witness: Superior Road Striping Inc
Bidder

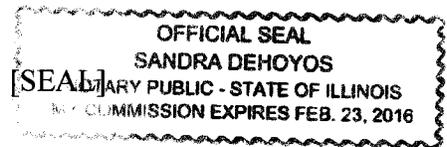
By: [Signature]
Title: JOAN YARD, President

By: [Signature]
Title: JOSEPH YARD, U.P.

Subscribed and Sworn to
before me this 11 day
of MARCH, 2015.

My Commission Expires: 2-23-16

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA

CONTRACT FOR

2015 JOINT PAVEMENT MARKING

BIDDER'S PROPOSAL

Full Name of Bidder Precision Pavement Markings, Inc. ("Bidder")

Principal Office Address P.O. Box 705 Elgin, IL 60121

Local Office Address 955 Grace Street Elgin, IL 60120

Contact Person Billy J. Salazar Telephone 847-931-9092

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other

PROPOSAL

governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	THERMOPLASTIC PAVEMENT MARKING - 4"	LF	13,639	\$ 0.90	\$ 12,275.10
2	THERMOPLASTIC PAVEMENT MARKING - 6"	LF	2,227	\$ 1.30	\$ 2,895.10
3	THERMOPLASTIC PAVEMENT MARKING - 12"	LF	938	\$ 2.75	\$ 2,579.5
4	THERMOPLASTIC PAVEMENT MARKING - 24"	LF	490	\$ 5.75	\$ 2,817.5
5	LETTERS & SYMBOLS	SF	1,615	\$ 3.70	\$ 5,975.5

TOTAL CONTRACT PRICE:

Twenty Six thousand Five hundred forty two Dollars
(in writing)

and $\frac{70}{100}$ Cents
(in writing)

26,542 Dollars
(in figures)

and $\frac{70}{100}$ Cents
(in figures)

PROPOSAL

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachment A.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of _____ dollars (\$_____), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 12 day of March, 2015.

Attest/Witness: Precision Pavement Marking Inc.
Bidder

By: Alfredo Solo

By: Billy J. Salgo

Title: President

Title: VP/Sec.

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:
Precision Pavement Markings, Inc.
P.O. Box 705
Elgin, IL 60121

SURETY:
AMCO Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:
Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 61146
Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046
Village of Lake Villa, 65 Cedar Avenue, Lake Villa, IL 61146

BOND AMOUNT: Five Percent (5%)

PROJECT:
2015 Joint Pavement Marking
Village of Grayslake, Village of Lindenhurst, and Village of Lake Villa

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

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

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

Signed and sealed this 9th day of March

2015



(Witness)

Precision Pavement Markings, Inc.

(Principal)  (Seal)

(Title) Billy J. Salazar,



(Witness)

AMCO Insurance Company

(Surety)  (Seal)

(Title) Jennifer D. Allard, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Brett Lundstrom, Craig Flynn, Jennifer Allard, Susan Onori

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million Dollars and No/100

\$1,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 9th day of March, 2015.

Secretary

This Power of Attorney Expires March 24, 2017

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA

CONTRACT FOR

2015 JOINT PAVEMENT MARKING

BIDDER'S SWORN ACKNOWLEDGEMENT

Billy J Salazar ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Precision Pavement Markings, Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Alfredo Salazar Sr.</u>	<u>509 Jefferson Ave Elgin, IL 60120</u>
Vice President	<u>Alfredo Salazar Jr.</u>	<u>800 Wing St Elgin, IL 60123</u>
Secretary	<u>Billy J. Salazar</u>	<u>14 N 651 Timber Ridge Dr Elgin, IL 60120</u>
Treasurer	<u>Triveni Sharma</u>	<u>14 N 651 Timber Ridge Dr Elgin IL 60124</u>

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 12 day of March, 2015.

Attest/Witness:

Precision Pavement Markings Inc.
Bidder

By: Alfredo Salas
Title: President

By: Billy J Salas
Title: Vice President / Sec.

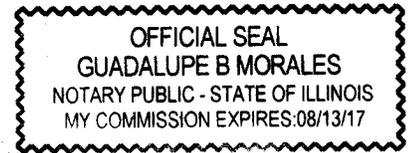
Subscribed and Sworn to
before me this 12 day
of March, 2015.

My Commission Expires:

8/13/17

Guadalupe B Morales
Notary Public

[SEAL]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA**

CONTRACT FOR

2015 JOINT PAVEMENT MARKING

BIDDER'S SWORN WORK HISTORY STATEMENT

Billy J Salazar ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Pavement Markings

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

___ % Federal	<u>25</u> % As Contractor	___ % Bidder's Forces
___ % Other Public	<u>75</u> % As Subcontractor	___ % Subcontractors
___ % Private		___ % Materials

3. **Years in Business**

ACKNOWLEDGEMENT

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 6 years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>N/A</u>		

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>N/A</u>			

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Highland Park</u>	<u>Glenview</u>	<u>Dupage County</u>
Owner Address	<u>1707 St. John Ave.</u>	<u>1225 Waukegan Rd.</u>	<u>421 N. County Farm Rd.</u>
Reference	<u>Highland Park, IL 60035</u>	<u>Glenview IL 60025</u>	<u>Wheaton IL 60187</u>
Reference	<u>Bill Hall</u>	<u>Greg Boldt</u>	<u>Brenda Bialeck</u>
Telephone Number	<u>847-456-2609</u>	<u>262-206-9231</u>	<u>630-514-0471</u>
Type of Work	<u>Pavement</u>	<u>Pavement</u>	<u>Pavement</u>
	<u>Markings</u>	<u>Markings</u>	<u>Markings</u>

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Amount of Contract \$ 95,000 \$ 87,000 \$ 330,799.85

Date Completed 8/2014 8/2014 10/2014

DATED this 12 day of March, 2015

Attest/Witness: Precision Pavement Markings Inc.
Bidder

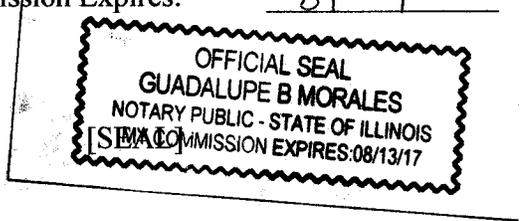
By: Alfredo Salas
Title: President

By: Billy G Salas
Title: VP/Sec.

Subscribed and Sworn to
before me this 12 day
of March, 2015.

Guadalupe B Morales
Notary Public

My Commission Expires: 8/13/17



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**



Bartlett Tree Experts

TREE & SHRUB CARE PROPOSAL

Client: 9401167

Printed on: 2/6/2015

Village of Grayslake
Attn: Brent Kryska
10 S Seymour Avenue
Grayslake, IL 60030

Bartlett Tree Experts
Todd Schara - Representative
1960 Old Willow Rd.
Northbrook, IL 60062

Business: (847) 223-2860
Business: (847) 223-8515 (Village Hall)
Fax Number: (847) 223-4821

Business: 847-559-9424
Fax Number: 847-559-9423

Property Address: Village of Grayslake, Grayslake, IL 60030

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Pest Management

Work Description

- Eastside and westside of Atkinson Road from Center Street to Washington Street

Disease Management: Treat (34) Austrian pine and (23) Scot's pine to suppress diplodia tip blight.

Provide 2 treatments at 682.00 per treatment.

Estimated dates of completion: 6/16/2015, 6/30/2015.

Amount: \$1,364.00

Total for 'Pest Management'

Amount: \$1,364.00

Total Amount: \$1,364.00

Check here _____ to schedule an inspection of your trees for their pruning, fertilization and other needs.

TERMS AND CONDITIONS

The following terms and conditions are part of the confirmation of work to be performed by Bartlett Tree Experts, and with the information on the preceding page(s) constitute the entire agreement.

Client is responsible for obtaining and paying for all required local permits.

Bartlett Tree Experts is insured for liability resulting from injury to persons or property, and all of its employees are covered under the applicable worker compensation insurances in each country of operation.

Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Bartlett Tree Experts shall not be held liable for damage to any undisclosed concealed hazards including but not limited to unmarked pipes, concealed structures or utilities.

Payment is to be received upon completion of the job and receipt of invoice. In the event the scope of work changes, Bartlett Tree Experts will be paid for all the items on the contract that have been completed. Any additional work performed requested by the Client will be billed on a time and materials basis. A service charge of 1 1/2 % per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorneys' fees and court costs.

Client warrants that all trees and vegetation upon which work is to be performed are owned by the client, or that authorization for the work has been obtained from the rightful property owner. Client agrees to indemnify and hold harmless Bartlett Tree Experts from any claims made by others regarding damage to or ownership of the trees or property.

Client shall provide free access to work areas for employees and vehicles and agree to keep driveways clear and available for movement and parking of trucks and equipment during work hours. Unless otherwise specified in the agreement, Bartlett Tree Experts shall not be expected to keep gates closed for animals or children.

Bartlett Tree Experts assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio, or other paved, bricked, stoned, concrete, or asphalted surface which may result from trucks and equipment being used to access the job site.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingencies such as concrete, foreign matter, stinging insect nests, rock, pipe or electrical lines, or any other condition not readily apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of the Bartlett Tree Experts.

Stumps from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the front of this Agreement. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise on the front of this Agreement. Splitting, moving or hauling of wood will be performed only if specifically stated in this agreement.

Bartlett Tree Experts is not liable for light fallen debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near the vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from the work area.

Client agrees to attempt to work out any disputes with Bartlett Tree Experts through direct negotiation and/or mediation. In the event attempts at negotiation and/or mediation are unsuccessful, Client agrees to submit any dispute arising out of this Agreement to binding arbitration with a neutral arbitrator agreed to by Client and Bartlett Tree Experts. This means that Client voluntarily agrees to give up any rights client might have to litigate the dispute in a court or jury trial. This does not preclude Bartlett Tree Experts from filing any claims in small claims court, or any other court of appropriate jurisdiction in order to recover payment for services rendered.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.

Client understands that all tree support systems, such as cabling and bracing devices, as well as lightning protection systems, must be inspected annually, or after any major weather event, by a qualified arborist, to ensure the system's condition, position and/or grounding integrity. It is the responsibility of the Client to make sure that each system is inspected and maintained by a qualified arborist.

Bartlett Tree Experts will be responsible for the proper application of any plant health care material or formulation it uses that is commonly used in the business to control a specific problem on trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use or application of any spray formulation.



Bartlett Tree Experts

TREE & SHRUB CARE PROPOSAL

Printed on: 2/5/2015

Bartlett Tree Experts
Todd Schara - Representative
1960 Old Willow Rd.
Northbrook, IL 60062

Client: 940-167

Village of Grayslake
Attn: Brent Kryska
10 S Seymour Avenue
Grayslake, IL 60030

Business: 847-559-9424
Fax Number: 847-559-9423

Business: (847) 223-2860
Business: (847) 223-8515 (Village Hall)
Fax Number: (847) 223-4821

Property Address: Village of Grayslake, Grayslake, IL 60030

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Pest Management

Work Description

- Eastside and westside of Atkinson Road from Center Street to Washington Street
- Disease Management: Treat (34) Austrian pine and (23) Scot's pine to suppress diploдия tip blight.
- Provide 2 treatments at 682.00 per treatment.
- Estimated dates of completion: 6/16/2015, 6/30/2015.

Total for 'Pest Management'

Amount: \$1,

Amount: \$1

Total Amount: \$1

Check here _____ to schedule an inspection of your trees for their pruning, fertilization and other needs.

TERMS AND CONDITIONS

The following terms and conditions are part of the confirmation of work to be performed by Bartlett Tree Experts, and with the information on the preceding page(s) constitute the entire agreement.

Client is responsible for obtaining and paying for all required local permits.

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The following terms and conditions are part of the confirmation of work to be performed by Bartlett Tree Experts, and with the information on the preceding page(s) constitute the entire agreement.

Client is responsible for obtaining and paying for all required local permits.

Bartlett Tree Experts is insured for liability resulting from injury to persons or property, and all of its employees are covered under the applicable worker compensation regulations in each country of operation.

Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Bartlett Tree Experts shall not be held liable for damage to any undisclosed concealed hazards including but not limited to unmarked pipes, concealed structures or utilities.

Payments are to be rendered upon completion of the job and receipt of invoice. In the event the scope of work changes, Bartlett Tree Experts will be paid for all the hours on the contract that have been completed. Any additional work performed requested by the Client will be billed on a time and materials basis. A service charge of 1 1/2 % per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date, if outside assistance is used to collect the account, the client is responsible for all costs associated with the collection, including but not limited to attorneys' fees and court costs.

Client warrants that all work and equipment upon which work is to be performed are owned by the client, or that authorization for the work has been obtained from the rightful property owner. Client agrees to indemnify and hold harmless Bartlett Tree Experts from any claims made by others regarding damage to or ownership of the trees or property.

Client shall provide clear access to work areas for employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during work hours. Unless otherwise specified in the agreement, Bartlett Tree Experts shall not be expected to keep areas clear for employees or children.

Bartlett Tree Experts assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio, concrete paved, cracked, stained, concrete, or asphalted surface which may result from trucks and equipment being used to access the job site.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingents, such as concrete, foreign matter, hanging insect nests, rock, pipe or electrical lines, or any other condition not readily apparent, examining the work specified, or any delays resulting from unanticipated interruptions outside the control of the Bartlett Tree Experts.

Stumps from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the form of this Agreement. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise on the front of this Agreement. Splitting, moving or hauling of wood will be performed only if specifically stated in this agreement.

Bartlett Tree Experts is not liable for third party debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near the vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from the work area.

Client agrees to attempt to work out any disputes with Bartlett Tree Experts through direct negotiation and/or mediation. In the event attempts at negotiation and/or mediation are unsuccessful, Client agrees to submit any dispute arising out of this Agreement to binding arbitration with a neutral arbitrator agreed to by Client and Bartlett Tree Experts. This means that Client voluntarily agrees to give up any rights client might have to litigate the dispute in a court or jury trial. This does not preclude Bartlett Tree Experts from filing any claims in small claims court in any other court of appropriate jurisdiction in order to recover payment for services rendered.

Trees inherently pose a certain level of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to maintain or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe or that work has been done to reduce risk, or because no work has been recommended.

... and lightning protection systems, must be maintained in good condition, position and/or grounded by a qualified arborist.

PROPOSAL

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST**

CONTRACT FOR

2015 JOINT CRACK SEALING

BIDDER'S PROPOSAL

Full Name of Bidder S K C CONSTRUCTION, INC. ("Bidder")

Principal Office Address P. O. BOX 503
WEST DUNDEE, IL 60118

Local Office Address _____

Contact Person Jim Fernandez Telephone 847-214-9800

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package;

PROPOSAL

(3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	CRACK SEALING	POUND	18,300.00	\$ 1.441	\$ 26,370.30
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL CONTRACT PRICE:

Twenty six Thousand Three hundred SEVENTY Dollars and *THIRTY* Cents
(in writing) (in writing)

26,370 Dollars and *.30* Cents
(in figures) (in figures)

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachment A.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of Bid Bond dollars (\$ 590), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders. {

10. **Bidder's Obligations**

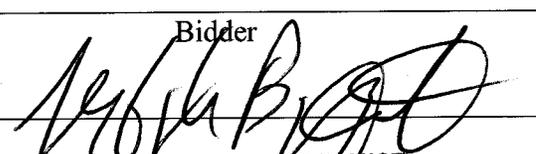
In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 10th day of March, 2015.

SKC CONSTRUCTION, INC.

Attest/Witness:

By: 
Title: Susan L. Bergquist
Secretary

By: 
Title: JEFFREY K. BERGQUIST
PRESIDENT

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SKC Construction, Inc.
695 Church Road
Elgin, IL 60123

SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102-5207
Mailing Address for Notices

Same as Above

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

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

OWNER:

(Name, legal status and address)

Village of Grayslake/Village of Lindenhurst
10 S. Seymour
Grayslake, IL 60030

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2015 Joint Crack Sealing

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

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

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

Signed and sealed this 13th day of March, 2015



(Witness) Therese J. Tabor

SKC Construction, Inc.
(Principal) _____ (Seal)

By: 

(Title) Jeffrey V. Bergquist President

International Fidelity Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Harold Miller Jr. Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sharon A. Foulk Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Harold Miller Jr. Attorney-in-Fact, of the International Fidelity
Insurance Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
International Fidelity Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in
said County, this 13th day of March, 2015.

Sharon A. Foulk

Notary Public

Sharon A. Foulk

My Commission expires:

December 8, 2018



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Harold Miller Jr. as attorney-in-fact to execute the following bond:

Surety Bond Number: Bid Bond

Principal: SKC Construction, Inc.

Obligee: Village of Grayslake/Village of Lindenhurst

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of March, 2012.

COMPANY
STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE

Handwritten signature of Robert W. Minster in cursive.

Robert W. Minster, Executive Vice-President

On this 12th day of March, 2012., before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Handwritten signature of Jose A. Marquez, Jr. in cursive.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of March, 2015

Handwritten signature of Maria H. Branco in cursive.

Assistant Secretary

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 JOINT CRACK SEALING

BIDDER'S SWORN ACKNOWLEDGEMENT

Jeffrey K. Bergquist ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of SKC CONSTRUCTION, INC.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Jeffrey K. Bergquist</u>	<u>P.O. Box 503, West Dundee, IL 60118</u>
Vice President	<u>-</u>	<u>-</u>
Secretary	<u>Susan L. Bergquist</u>	<u>P.O. Box 503, West Dundee, IL 60118</u>
Treasurer	<u>-</u>	<u>-</u>

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 10th day of March, 2015.

SKC CONSTRUCTION, INC.

Attest/Witness:

By: [Signature]
Title: Susan L. Bergquist, Secretary

By: [Signature] Bidder
Title: JEFFREY K. BERGQUIST
PRESIDENT

Subscribed and Sworn to before me this 10th day of March, 2015.

My Commission Expires: 3-29-16

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST

CONTRACT FOR

2015 JOINT CRACK SEALING

BIDDER'S SWORN WORK HISTORY STATEMENT

Jeffrey K. Bergquist ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Crack Sealing + Pavement Marking

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u>100</u> % As Contractor	<u>100</u> % Bidder's Forces
<u>70</u> % Other Public	<u> </u> % As Subcontractor	<u> </u> % Subcontractors
<u>30</u> % Private		<u> </u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 33 years

ACKNOWLEDGEMENT

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>See attached</u>	_____	_____
Owner Address	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	PAINT PAVEMENT MARKING (\$)
UNITED AIRLINES P.O. BOX 66140 CHICAGO, IL 60666 2014 TERMINAL STRIPING ROBERT HEATHERINGTON 773-601-3301	2014	\$395										\$395
ALBERTSONS, INC. 1955 W. NORTH AVENUE MELROSE PARK, IL 60160 VARIOUS STORE STRIPING HERB FULTON 630-948-6407	2014	\$5										\$5
AMERICAN AIRLINES P.O. BOX 66033 MD400 CHICAGO, IL 66140 2014 PARKING LOT STRIPING TYRONE HAMILTON 773-894-6869	2014	\$5										\$5
DELTA AIRLINES, INC. P.O. BOX 20706 ATLANTA, GA 30320 O'HARE AIRPORT GATE STRIPING CLIFTON BLACK 404-715-3660	2014	\$49										\$49
GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA, IL 60507 GENEVA CUSD MULTIPLE SITES BRIAN CRISMAN 630-892-4357	2014	\$43										\$43
SCHROEDER ASPHALT SERVICES, INC. P.O. BOX 831 HUNTLEY, IL 60142 HUNTLEY HIGH SCHOOL -CSD158 BRENT SCHROEDER 815-923-4380	2014	\$12										\$12
Sub-Total		\$509										\$509
Sub-Total (pg 6)		\$1,995										\$1,995
Total(s)		\$2,504										\$2,504

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	COVER & SEAL COATS (\$)
GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA, IL 60507 GENEVA CUSD MULTIPLE SITES BRIAN CRISMAN 630-892-4357	2014	\$10	COVER & SEAL COATS									\$10
VILLAGE OF ADDISON 1 FRIENDSHIP PLAZA ADDISON, IL 60101 2014 VILLAGE HALL SEALCOAT J. CHRYSOGELOS 630-543-4100	2014	\$10	COVER & SEAL COATS									\$10
AMERICAN AIRLINES P.O. BOX 66033 MD400 CHICAGO, IL 66140 PVT. MAINT AREAS-PRKG LOTS-OHARE AIRPORT TYRONE HAMILTON 773-894-6869	2014	\$12	COVER & SEAL COATS									\$12
SCHROEDER ASPHALT SERVICES, INC. P.O. BOX 831 HUNTLEY, IL 60142 HUNTLEY HIGH SCHOOL -CSD158 BRENT SCHROEDER 815-923-4380	2014	\$23	COVER & SEAL COATS									\$23
AC PAVEMENT STRIPING CO. 695 CHURCH RD. ELGIN, IL 60123 2013/14 SCHAUMBURG MFT STREET MAINT. SCOTT KLINE 847-214-9500	2014	\$27	COVER & SEAL COATS									\$27
ROSSI CONTRACTORS 201 W. LAKE ST. NORTHLAKE, IL 60164 VARIOUS 2014 PROJECTS TOM FITZGERALD 708-562-2700	2014	\$7	COVER & SEAL COATS									\$7
Sub-Total		\$89										\$89

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
MCHENRY COUNTY DIV OF TRANS 16111 NELSON RD. WOODSTOCK, IL 60098 2014 CRACK ROUTING & SEAL KEN BAKER 815-334-4960	2014	\$180	CLEAN & SEAL CRACKS/JOINTS									\$180
CITY OF PERU 1901 FOURTH STREET PERU, IL 61354 2014 CRACK SEAL PROJECT MIKE PERRY 815-223-3344	2014	\$37	CLEAN & SEAL CRACKS/JOINTS									\$37
NAPERVILLE TOWNSHIP ROAD DISTRICT 31W331 North Aurora Road NAPERVILLE, IL 60563 2014 CRACK SEAL PROJECT STAN WOJTASIAK 630-978-0380	2014	\$39	CLEAN & SEAL CRACKS/JOINTS									\$39
VILLAGE OF PALATINE 200 E. WOOD STREET, PUBLIC WORKS PALATINE, IL 60067 2014 CRACK SEAL PROJECT MARK GRABOWSKI 847-705-5262	2014	\$39	CLEAN & SEAL CRACKS/JOINTS									\$39
MISSOURI PETROLEUM CO. 1620 WOODSEN ROAD ST. LOUIS, MO 63114 <small>V.L.G. OAK PARK/RIVER FOREST 2014 MICROCRACKFILL PROJ</small> ROMAN BABINSKI (V.L.G. R.E.)708-358-5727	2014	\$88	CLEAN & SEAL CRACKS/JOINTS									\$88
CITY OF NAPERVILLE P.O. BOX 3020 NAPERVILLE, IL 60566 2014 CRACK FILLING PROGRAM PETER ZIBBLE 630-420-6720	2014	\$388	CLEAN & SEAL CRACKS/JOINTS									\$388
Sub-Total		\$771										\$771

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
CITY OF FREEPORT 524 W. STEPHENSON ST., SUITE 330 FREEPORT, IL 61032 2014 CRACK FILLING PROGRAM SHAUN GALLGHER 815-297-1166	2014	\$47	CLEAN & SEAL CRACKS/JOINTS									\$47
VILLAGE OF BOLINGBROOK 375 WEST BRIARCLIFF ROAD BOLINGBROOK, IL 60440 2014 CRACK SEAL PROJECT PRATIK PATEL 630-226-8852	2014	\$262	CLEAN & SEAL CRACKS/JOINTS									\$262
MCHENRY COUNTY DIV. OF TRANS. 16111 NELSON RD. WOODSTOCK, IL 60098 2014 CRACK SEALING/PAINT PROG. KEN BAKER 815-334-4960	2014	\$184	CLEAN & SEAL CRACKS/JOINTS									\$184
CITY OF SYCAMORE 535 DEKALB AVE. SYCAMORE, IL 60178 2014 CRACK SEALING PROJECT JOHN SAUTER 815-895-4515	2014	\$51	CLEAN & SEAL CRACKS/JOINTS									\$51
VILLAGE OF PLAINFIELD 14400 COIL PLUS DRIVE PLAINFIELD, IL 60544 2014 CRACK SEAL PROJECT RANDALL JESSEN 815-730-3444	2014	\$49	CLEAN & SEAL CRACKS/JOINTS									\$49
VILLAGE OF CAROL STREAM 500 N. GARY AVENUE CAROL STREAM, IL 60188 2014 CRACK SEAL PROJECT BILL CLEVELAND 630-871-6220	2014	\$116	CLEAN & SEAL CRACKS/JOINTS									\$116
Sub-Total		\$709										\$709

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
WHEATLAND TOWNSHIP ROAD DISTRICT 4232 Tower Court NAPERVILLE, IL 60564 2014 CRACKFILL & PVT. MKG. PROJECT JEFFREY STRZALKA, HR GREEN, INC. 815-385-1778	2014	\$30	CLEAN & SEAL CRACKS/JOINTS									\$30
VILLAGE OF INVERNESS 1400 W. BALDWIN ROAD PALATINE, IL 60067 2013 CRACKSEAL PROJECT JASON DOLAND 847-358-7740	2014	\$37	CLEAN & SEAL CRACKS/JOINTS									\$37
VILLAGE OF ADDISON 1 FRIENDSHIP PLAZA ADDISON, IL 60101 2014 CRACK SEAL PROGRAM J. CHRYSOGELOS 630-543-4100	2014	\$60	CLEAN & SEAL CRACKS/JOINTS									\$60.00
VILLAGE OF OAK BROOK 1200 OAK BROOK ROAD OAK BROOK, IL 60523 2014 CRACK SEALING PROGRAM JIM BOSMA 630-990-3000	2014	\$85	CLEAN & SEAL CRACKS/JOINTS									\$85
CURRAN CONTRACTING CO. 286 MEMORIAL COURT CRYSTAL LAKE, IL 60014 CITY OF DEKALB 2014 NON-MFT PROJ. MARK FRAME 815-455-5100	2014	\$34	CLEAN & SEAL CRACKS/JOINTS									\$34
VILLAGE OF RIVERSIDE 27 RIVERSIDE ROAD RIVERSIDE, IL 60546 2014 CRACK SEAL PROJECT EDWARD BAILEY 708-442-3590	2014	\$27	CLEAN & SEAL CRACKS/JOINTS									\$27
Sub-Total		\$273										\$273

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth-work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
D CONSTRUCTION 1488 S. BROADWAY COAL CITY, IL 60416 VILLAGE OF MINOOKA 2014 MFT KEN WILHELMI 815-458-3411	2014	\$24	CLEAN & SEAL CRACKS/JOINTS									\$24
VILLAGE OF LAGRANGE 53 S. LAGRANGE ROAD, PO. BOX 668 LAGRANGE, IL 60525 2014 CRACK FILLING PROGRAM RYAN GILLINGHAM 708-579-2328	2014	\$20	CLEAN & SEAL CRACKS/JOINTS									\$20
CITY OF GENOA 100 MADISON STREET GENOA, IL 60135 2014 CRACK SEAL PROGRAM JANICE MELTON 815-784-2271	2014	\$20	CLEAN & SEAL CRACKS/JOINTS									\$20
CITY OF PLANO 17 E. MAIN ST. PLANO, IL 60545 2014 CRACK SEAL PROGRAM JOHN MCGINNIS 630-669-0619	2014	\$20	CLEAN & SEAL CRACKS/JOINTS									\$20
D CONSTRUCTION 1488 S. BROADWAY COAL CITY, IL 60416 VILLAGE OF COAL CITY 2014 MFT KEN WILHELMI 815-458-3411	2014	\$19	CLEAN & SEAL CRACKS/JOINTS									\$19
D CONSTRUCTION 1488 S. BROADWAY COAL CITY, IL 60416 CITY OF YORKVILLE 2014 MFT KEN WILHELMI 815-458-3411	2014	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
Sub-Total		\$153										\$153

ACKNOWLEDGEMENT

PROJECT ONE PROJECT TWO PROJECT THREE

Contractor (If Bidder was) (Subcontractor) See attached, Prev. Page _____

Amount of Contract _____

Date Completed _____

DATED this 10th day of March, 2015.

SKC CONSTRUCTION, INC.

Attest/Witness:

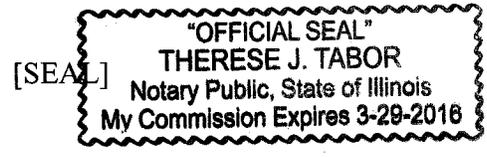
By: [Signature]
Title: Susan L. Bergquist, Secretary

Bidder
By: [Signature]
Title: JEFFREY K. BERGQUIST PRESIDENT

Subscribed and Sworn to before me this 10th day of March, 2015.

My Commission Expires: 3-29-16

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

SPECIAL PROVISIONS

The following Special Provisions Supplement the “Standard Specifications for Road and Bridge Construction”, Adopted January 1, 2012 or latest edition, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures of Materials” in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the 2015 Crack Sealing Program, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

I. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall complete the Work between May 15, 2015 through September 1, 2015.

Upon receiving the Notice To Proceed, the contractor has **10 consecutive working days** to complete the project.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of performing Crack Sealing for the Villages of Grayslake and Lindenhurst.

IV. SCOPE OF WORK

As directed by the Village Representative, Contractor shall complete Crack Sealing in the locations determined and laid out by the Village Representative. Contractor will be provided a list of addresses and or map of all the work locations.

V. CRACK SEALING

All work shall be done in accordance with Sections 451 & 452 of the Standard Specifications. This work shall be paid for at the contract unit price per pound (lb.) for CRACK SEALING regardless of the type of existing pavement surface.

The sealing compound shall be of rubber-asphalt hot-poured type conforming to ASTM D6690, Type II and Federal Specification SS-S-164. The contractor shall submit the manufactures specifications for the hot-poured rubber-asphalt materials at least seven (7) days prior to the start of any work.

Primary transverse and/or longitudinal working cracks shall be routed, cleaned, dried and sealed. Any adjacent secondary cracks shall be only cleaned and sealed. Cracks shall be routed as nearly as possible in a straight line, approximately 3/4" wide by 3/4" deep as close to a one-to-one ratio as possible. After routing is completed and prior to filling, dust and debris shall be blown from the crack with compressed air and the crack area shall be exposed to a heat lance in order to ensure the crack is completely dry.

A cover material consisting of dry sand approved by the Engineer or his designee shall be applied immediately to the hot-poured rubber-asphalt sealant to minimize tracking by vehicular traffic. The cost of this work shall be considered incidental to the contract. No additional compensation will be paid for application of a cover coating.

Within 48-hours of completion of the roadway crack filling operations, the work areas shall be cleaned of any debris created from the crack routing and crack sealing process at no additional cost. A sweeper unit shall be utilized capable of sweeping and vacuuming any accumulated debris created from the contractors operations.

The price for CRACK SEALING shall include routing, cleaning, drying the cracks, furnishing and pouring the sealant, cover coating, sweeping, and all incidentals necessary to complete the work as specified.

This work shall be paid for at the contract unit price per POUND of CRACK SEALING.

VI. TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic signal devices as may be necessary for the purpose of regulating, warning, or guiding traffic and pedestrians. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and shall conform to all applicable sections of the Manual on Uniform Traffic Controls for Streets and Highway Construction, Maintenance, Utility and Incident Management Operations. All traffic protection will be considered incidental to the cost of the contract and will not be paid for separately.

SCHEDULE OF QUANTITIES

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

Crack Sealing		
Municipality	Unit	Quantity
Grayslake	Lbs.	2,300
Lindenhurst	Lbs.	16,000



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Patriot Pavement Maintenance
825 Seegers Road, Ste F
Des Plaines, IL 6006

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

OWNER:

(Name, legal status and address)

Village of Grayslake & Lindenhurst
10 S. Seymour St.
Grayslake, IL 60030

BOND AMOUNT: \$ Five Percent of Accompanying Bid— (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

2015 Joint Crack Sealing

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

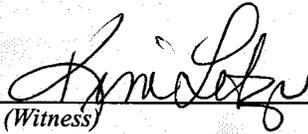
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

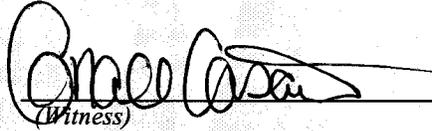
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March , 2015

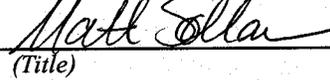

(Witness)


(Witness)

Patriot Pavement Maintenance

(Contractor as Principal)

(Seal)


(Title)

PRESIDENT

Old Republic Surety Company

(Surety)

(Seal)


(Title)

Kevin J. Scanlon, Attorney-in-fact

Init.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GARY A. EATON, R.L. MCWETHY, KEVIN J. SCANLON, OF NEW LENOX, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such

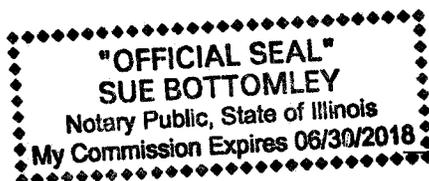
STATE OF Illinois

SS.:

COUNTY OF Will

On this 13th day of March 2015, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Old Republic Surety Company, the corporation described

in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Sue Bottomley
(Notary Public in and for the above County and State)

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from construction contractors for the following project:

2015 PAVEMENT PATCHING

This is a joint bid for pavement patching with Grayslake, Fox River Grove, Lakemoor and Lake Villa. Sealed bids for this contract must be received before 11:00 a.m. on March 10, 2015 at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and project drawings and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The Village of Grayslake reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village, as determined that the Village. The Village also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents. President and Board of Trustees

Village of Grayslake, Illinois

By: Village Manager, Michael J. Ellis

Published in Daily Herald February 25, 2015 (4399356)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 2/25/15 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Daule Baltz*
Authorized Agent

Control # 4399356

PROPOSAL

VILLAGE OF GRAYSLAKE
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LAKE VILLA
VILLAGE OF LAKEMOOR

CONTRACT FOR
2015 PAVEMENT PATCHING

¹⁵⁻⁹⁰
BID DATE 3-10-15 ^{down}
BID TIME 1130
WITH PRINTS YES NO
COMPLETE DATE/DAYS: 5-15-15
5% thru 9-1-15

BIDDER'S PROPOSAL

Full Name of Bidder _____ Chicagoland Paving Contractors Inc. _____ ("Bidder")
225 Telsler Road
Principal Office Address _____ Lake Zurich, IL 60047 _____
Local Office Address _____

Contact Person Bill Bowes Telephone 847 550 9681

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030
Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other

PROPOSAL

governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

I - Base Bid

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	CLASS D PATCHES, 4 INCH - TYPE II	SY	320	\$ 49.00	\$ 15,680.00
2	CLASS D PATCHES, 4 INCH - TYPE III	SY	1,245	\$ 43.10	\$ 53,659.50
3	CLASS D PATCHES, 4 INCH - TYPE IV	SY	1,025	\$ 35.00	\$ 35,875.00
4	CLASS D PATCHES, 6 INCH - TYPE III	SY	250	\$ 59-	\$ 14,750
TOTAL BASE BID				\$	

II - Supplemental Item Unit Prices*

ITEM NO.	UNIT PRICE ITEMS	UNIT	PRICE PER UNIT
1	CLASS D PATCHES, 6 INCH - TYPE II	SY	\$ 99-
2	CLASS D PATCHES, 6 INCH - TYPE IV	SY	\$ 89-
3	REPAIR AND PREPARATION OF BASE COURSE	SY	\$ 49-
4	AGGREGATE BASE REPAIR	TON	\$ 35-

* Supplemental Item Unit Prices shall not be used to determine lowest bid.

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposals and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachment A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of bid bond dollars (\$ _____), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 10 day of March, 2015.

Attest/Witness:

William P. Bowes
Bidder

By: Jul C. Hueli

By: William P. Bowes

Title: Asst. Sec.

Title: V.P.

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

Chicagoland Paving Contractors, Inc.

225 Telsler Road

Lake Zurich, IL 60047

Phone: 847-550-9681

Fax: 847-550-9684

CERTIFICATE OF RESOLUTION

I, KEVIN MEARTZ, President of CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes WILLIAM BOWES, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, INC.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988

By: _____



KEVIN MEARTZ, President

VILLAGE OF GRAYSLAKE
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LAKE VILLA
VILLAGE OF LAKEMOOR

CONTRACT FOR

2015 PAVEMENT PATCHING

BIDDER'S SWORN ACKNOWLEDGEMENT

William R. Bowes ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Chicagoland Paving Contractors, Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Kevin Meertz</u>	<u>660 Thompson, Inverness IL 60087</u>
Vice President	<u>William R. Bowes</u>	<u>20547 Plumwood, Kildeer IL 60047</u>
Secretary	<u>William R. Bowes</u>	_____
Treasurer	<u>Kevin Meertz</u>	_____

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 10 day of March, 2015.

Attest/Witness:

Chiragoband Pawing
Bidder

By: Jul C K

By: William R. Bowes

Title: asst. sec.

Title: William R. Bowes, U.P.

Subscribed and Sworn to before me this 10 day of March, 2015.

My Commission Expires: 10/18/18

Jul C K
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LAKE VILLA
VILLAGE OF LAKEMOOR**

CONTRACT FOR

2015 PAVEMENT PATCHING

BIDDER'S SWORN WORK HISTORY STATEMENT

William R. Bowers ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: general contractor,
asphalt contractor

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>5</u> % Federal	<u>95</u> % As Contractor	<u>78</u> % Bidder's Forces
<u>93</u> % Other Public	<u>5</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>2</u> % Private		<u>2</u> % Materials

3. **Years in Business**

ACKNOWLEDGEMENT

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 28 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>✓</u>		

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>as needed</u>			

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>please see</u>	<u>attached</u>	
Owner Address			
Reference			
Telephone Number			
Type of Work			

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this 10 day of March, 2015.

Attest/Witness: _____ ChicagoLand Paving
Bidder

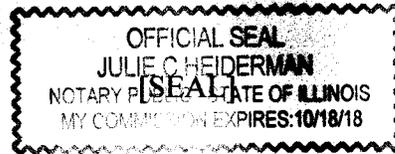
By: [Signature]
Title: Asst. Sec.

By: [Signature]
Title: W.P.
William R. Bowes

Subscribed and Sworn to
before me this 10 day
of March, 2015.

My Commission Expires: 10/18/18

[Signature]
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**

Street Project List

Stonington Condominium Association

Stonington Roadway Reconstruction
Contract Amount: \$ 449,900.00
Mr. Todd Shaffer
Haeger Engineering
847-230-3180

City of Evanston

2012 MFT Resurfacing Project
Contract Amount: \$ 1,109,900.00
Mr. Pankaj Chokshi
City of Evanston Engineering
847-980-3400

City of Evanston

Church Street Improvement / Dodge & Lake Streetscape
Contract Amount: \$ 899,900.00
Mr. Sat Nagar
City of Evanston Engineering
847-980-3400

Village of Palatine

Bothwell Street & Railroad Avenue Improvements
Contract Amount: \$ 319,900.00
Mr. David Bottcher
Bollinger, Lach & Associates
262-770-6405

Village of Northfield

Shadowood Lane Roadway Improvements
Contract Amount: \$ 109,900.00
Mr. Lucas Deferville
Gewalt Hamilton Association
847-478-9700

Warren Township

2012 Intermittent Pavement Patching
Contract Amount: \$ 54,852.34
Mr. Patrick J. Bleck
Bleck Engineering
847-295-5200

Village of Wilmette

2012 MFT Street Resurfacing
Contract Amount: \$ 724,900.00
Mr. Daniel Manis
Village of Wilmette
847-853-7621

Village of Bedford Park

2012 Residential Street Improvements
Contract Amount: \$ 1,365,000.00
Mr. Nicholas Christie
Hoefflerle-Butler Engineering
708-599-89802

Village of Oak Park

2012 Resurfacing of Various Streets
Contract Amount: \$ 1,397,876.00
Mr. Roman Babinski
Village of Oak Park Public Works
708-358-5127

City of Evanston

2012 Additional Street Resurfacing
Contract Amount: \$ 689,606.44
Mr. Sat Nagar
City of Evanston Engineering
847-980-3400

Village of Gurnee

2012 Capital Roadway Rehabilitation
Contract Amount: \$ 409,998.27
Mr. David Pino
Village of Gurnee
847-599-7550

Village of Hawthorn Woods

Old Lake Road Paving & Sequoia Drive Patch
Contract Amount: \$ 46,850.00
Erika Frable
Village of Hawthorn Woods
847-438-5500

AIA[®] Document A310[™] – 2010

Bid Bond

Bond Number: 2279914

CONTRACTOR:

(Name, legal status and address)

Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, IL 60047

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
8401 Greenway Blvd, Suite 1100
Middleton, WI 53562

OWNER:

(Name, legal status and address)

Village of Grayslake
10 S. Seymour
Grayslake, IL 60030

BOND AMOUNT: \$ 10% of Total Bid Amount (Ten Percent of Total Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Grayslake, Fox River Grove, Lake Villa & Lakemoor
2015 Pavement Patching

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

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

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

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

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User Notes:

(1481917559)

Signed and sealed this 10 day of March, 2015

James C. Hendrix
(Witness)

Carrothy Rebecca Sommers
(Witness)

Chicagoland Paving Contractors, Inc.

William R. Bowes (Seal) UP
(Contractor as Principal)
(Title) William R. Bowes

West Bend Mutual Insurance Company

Luke F. Praxmarer (Seal)
(Surety)
(Title) Luke F. Praxmarer (Attorney-in-Fact)

Int.



2279914

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Paily
James J. Paily
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10 day of March, 2015



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

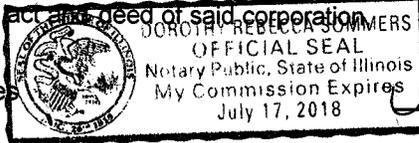
ss

County of Cook)

On this 10 day of March, 20 15, before me appeared
Luke F. Praxmarer to me personally known, who being by me duly sworn,

did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Dorothy Rebecca Summers
Notary Public

July 17, 20 18 County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

VILLAGE OF GRAYSLAKE
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LAKE VILLA
VILLAGE OF LAKEMOOR

CONTRACT FOR

2015 PAVEMENT PATCHING

BIDDER'S PROPOSAL

Full Name of Bidder Schroeder Asphalt Services, Inc. ("Bidder")

Principal Office Address P.O. Box 831, Huntley, IL 60142

Local Office Address 11022 S. Grant Hwy., Marengo, IL 60152

Contact Person Micah Higgins Telephone 815/923-4380

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other

PROPOSAL

governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

I - Base Bid

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	CLASS D PATCHES, 4 INCH - TYPE II	SY	320	\$ 90.00	\$ 28,800.00
2	CLASS D PATCHES, 4 INCH - TYPE III	SY	1,245	\$ 80.00	\$ 99,600.00
3	CLASS D PATCHES, 4 INCH - TYPE IV	SY	1,025	\$ 80.00	\$ 82,000.00
4	CLASS D PATCHES, 6 INCH - TYPE III	SY	250	\$ 120.00	\$ 30,000.00
TOTAL BASE BID				\$	240,400.00

II - Supplemental Item Unit Prices*

ITEM NO.	UNIT PRICE ITEMS	UNIT	PRICE PER UNIT
1	CLASS D PATCHES, 6 INCH - TYPE II	SY	\$ 130.00
2	CLASS D PATCHES, 6 INCH - TYPE IV	SY	\$ 120.00
3	REPAIR AND PREPARATION OF BASE COURSE	SY	\$ 40.00
4	AGGREGATE BASE REPAIR	TON	\$ 30.00

* Supplemental Item Unit Prices shall not be used to determine lowest bid.

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachment A.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of, sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of Five Percent dollars (\$ 5%), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 10th day of March, 2015.

Attest/Witness:

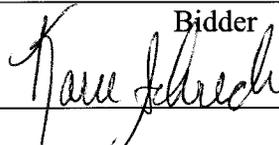
Schroeder Asphalt Services, Inc.

By:



Title: Micah Higgins/Corp. Secretary

By:

Bidder


Title: Karen Schroeder /President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF GRAYSLAKE
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LAKE VILLA
VILLAGE OF LAKEMOOR

CONTRACT FOR

2015 PAVEMENT PATCHING

BIDDER'S SWORN ACKNOWLEDGEMENT

Karen Schroeder ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Schroeder Asphalt Services, Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Karen Schroeder</u>	<u>14010 Harmony Rd., Huntley, IL 60142</u>
Vice President	<u>Brent Schroeder</u>	<u>911 Spring Dr, Marengo, IL 60152</u>
Secretary	<u>Micah Higgins</u>	<u>17 N. Summit Ave., Villa Park, IL 60181</u>
Treasurer	<u>Karen Schroeder</u>	<u>14010 Harmony Rd., Huntley, IL 60142</u>

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 10th day of March, 2015.

Attest/Witness: Schroeder Asphalt Services, Inc.

Bidder

By: *Micah Higgins* /Micah Higgins

By: *Karen Schroeder* (C)/Karen Schroeder

Title: Corp. Secretary

Title: President

Subscribed and Sworn to before me this 10th day of March, 2015.

My Commission Expires: 4/3/17

Jennifer Griebel
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE
VILLAGE OF FOX RIVER GROVE
VILLAGE OF LAKE VILLA
VILLAGE OF LAKEMOOR

CONTRACT FOR

2015 PAVEMENT PATCHING

BIDDER'S SWORN WORK HISTORY STATEMENT

Karen Schroeder ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Excavation, Aggregate Base, Bituminous Pavement

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>20</u> % Federal	<u>80</u> % As Contractor	<u>40</u> % Bidder's Forces
<u>60</u> % Other Public	<u>20</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>20</u> % Private		<u>40</u> % Materials

3. **Years in Business**

ACKNOWLEDGEMENT

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 17 years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
N/A		

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	See Attached	References	
Owner Address			
Reference			
Telephone Number			
Type of Work			

ACKNOWLEDGEMENT

PROJECT ONE PROJECT TWO PROJECT THREE

Contractor _____
(If Bidder was) _____
(Subcontractor) _____

Amount of Contract _____

Date Completed _____

DATED this 10th day of March, 2015.

Attest/Witness: Schroeder Asphalt Services, Inc.

By: *Micah Higgins* /Micah Higgins Bidder
By: *Karen Schroeder* /Karen Schroeder

Title: Corp. Secretary Title: President

Subscribed and Sworn to
before me this 10th day
of March, 2015.

My Commission Expires: 4/3/17

Jennifer Griebel
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

JOB REFERENCES

- Company: Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005
- Project(s): 2013 & 2014 HMA Restoration
- Amount(s): 2013 - \$83,000.00 (6/10 – 6/23/13) / 2014 - \$325,000.00 (6/10 – 11/16/14)
- Engineer: Village of Arlington Heights
Jeff Musinski – 847/368-5806
jmusinski@vah.com
-
- Company: Village of Streamwood
301 E. Irving Park Road
Streamwood, IL 60107
- Project(s): 2008 & 2009 MFT Resurfacing
2013 & 2014 Roadway Maintenance Program
- Amount(s): 2008 - \$456,759.00 (5/1 – 10/31/08) / 2009 - \$399,298.00 (6/4 – 9/30/09)
2013 - \$630,503.68 (4/30 – 10/20/13) / 2014 - \$766,572.20 (5/26 – 8/31/14)
- Engineer: Village of Streamwood
Matt Mann - 630-736-3800
Mmann@streamwood.org
-
- Company: Village of Vernon Hills
290 Evergreen Dr.
Vernon Hills, IL 60061
- Project(s): 2012, 2013, & 2014 Bituminous Patching Program. 1 Year Renew
- Amount(s): 2012 - \$43,639.04 (6/25 – 7/6/12) / 2013 - \$43,072.86 (7/1 – 7/7/13) /
2014 - \$58,957.50 (8/11 – 11/16/14)
- Engineer: Village of Vernon Hills
David Brown - 847/918-3591
-
- Company: Village of Palatine
200 E. Wood St.
Palatine, IL 60067
- Project(s): 2012 Palos Avenue Phase 2, ENG 12-401
- Amount(s): \$323,290.25 (4/30 – 10/31/12)
- Engineer: Village of Palatine
Matt Grenning - 847/359-9044
Mgrenning@palatine.il.us

Company: Village of Downers Grove
5101 Walnut Ave.
Downers Grove, IL 60515
Project(s): 2012 & 2013 Fall Roadway Patching Project
Amount(s): 2012 - \$82,839.30 (10/23 – 10/26/12) / 2013 - \$229,348.45 (10/27 – 11/17/13)
Engineer: Village of Downers Grove
Nate Hawk - 630/434-5467
nhawk@downers.us

Company: City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191
Project(s): Royal Oaks Subdivision Improvements
Amount(s): \$4,044,753.80 (4/29/13 – 11/27/13)
Engineer: Baxter & Woodman Consulting Engineers
Craig D. Mitchell - 815/459-1260
cmitchell@baxterwoodman.com

Company: Winfield Township Road District
30W575 Roosevelt Rd.
P.O. Box 617
West Chicago, IL 60186-0617
Project(s): 2012, 2013, & 2014 Road Maintenance Program
Amount(s): 2012 - \$478,599.80 (10/29 – 11/4/12) / 2013 - \$505,610.04 (9/16 – 10/20/13) /
2014 - \$339,421.39 (10/27 – 11/9/14)
Engineer: Winfield Township Road District
John Dusza– 630/231-8850
RoadDistrict@WinfieldTownship.com

Date: March 5, 2015

Attn: To whom it may concern

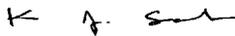
From: Kevin J. Scanlon

RE: Schroeder Asphalt Services, Inc., P.O. Box 831, Huntley, IL 60142

Please be advised that we will be able to provide insurance as required in the contract documents for the Village of Grayslake (2015 Pavement Patching) if the job is awarded to the above insured.

Any questions, feel free to contact our office. Thank you!

Kevin J. Scanlon



KJS/mh

March 10, 2015

Village of Grayslake
10 S. Seymour Ave.
Grayslake, IL 60030

Re: Schroeder Asphalt Services, Inc. – 2015 Pavement Patching

To Whom It May Concern:

As Surety for Schroeder Asphalt Services, Inc., Hudson Insurance Company of New York, NY & subject to our normal underwriting considerations will issue the required performance and payment bonds on the forms prescribed in the bid documents, in the full amount of the contract. It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself if for whatever reason we elect not to execute a bond.

Hudson Insurance Company has a group rating of A XV according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in all of the United States.

If you should need further clarification please call the office.

Sincerely,

Hudson Insurance Company

By:  _____

Kevin J. Scanlon, Attorney-in-fact



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 3/9/2015
(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	Pending	Pending	
Contract Number						
Contract With	LCDOT	Arlington Heights	Palatine	McHenry County	Vernon Hills	
Estimated Completion Date	05/15/15	06/15/15	06/15/15	08/07/15	08/15/15	
Total Contract Price	725,497.67	44,680.00	562,549.55	70,917.72	1,405,375.06	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	24,980.00	44,680.00	562,549.55	70,917.72	1,405,375.06	2,108,502.33
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						2,108,502.33

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			167,368.65		164,151.46	331,520.11
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	17,900.00	33,140.00	164,714.55	64,850.22	543,900.00	824,504.77
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			107,209.95	5,610.00	13,981.70	126,801.65
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	7,080.00	11,540.00		457.50	105,332.55	124,410.05
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Traffic Control						0.00
						0.00
Totals	24,980.00	44,680.00	439,293.15	70,917.72	827,365.71	1,407,236.58

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	Pending	Pending
Subcontractor			DeVinci		DiNatale
Type of Work			Sewer		Concrete
Subcontract Price			24,550.00		513,861.25
Amount Uncompleted			24,550.00		513,861.25
Subcontractor			Precision Pavt Markings		Home Towne Electric
Type of Work			Striping		Electric
Subcontract Price			2,598.50		9,308.00
Amount Uncompleted			2,598.50		9,308.00
Subcontractor			Fredy's Landscaping		Norridge
Type of Work			Landscape		Sewer
Subcontract Price			14,378.00		46,800.00
Amount Uncompleted			14,378.00		46,800.00
Subcontractor			DiNatale		Superior Road Striping
Type of Work			Concrete		Striping
Subcontract Price			81,729.90		8,050.10
Amount Uncompleted			81,729.90		8,050.10
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	123,256.40	0.00	578,019.35

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 Micah Higgins Secretary
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831

Huntley, IL 60142

(Notary Seal)



**Illinois Department
of Transportation**

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

Affidavit of Availability
For the Letting of 6/20/2014
(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.

	Pending	Pending	Pending	9	10	
Contract Number						
Contract With	Winnetka	Northbrook	Wood Dale			
Estimated Completion Date	07/31/15	10/30/15	06/30/15			
Total Contract Price	1,474,310.70	523,130.07	247,439.64			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,474,310.70	523,130.07	247,439.64			4,353,382.74
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						4,353,382.74

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	72,135.40	23,040.00				426,695.51
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	470,343.95	230,073.27	182,098.39			1,707,020.38
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			39.50			126,841.15
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	115,807.45	52,919.00	38,767.20			331,903.70
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Pavement Markings Thermo						0.00
						0.00
Totals	658,286.80	306,032.27	220,905.09	0.00	0.00	2,592,460.74

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.

	Pending	Pending	Pending	9	10
Subcontractor	Trialta	Norridge	Trialta		
Type of Work	Concrete	Sewer	Concrete		
Subcontract Price	377,763.50	64,000.00	22,984.55		
Amount Uncompleted	377,763.50	64,000.00	22,984.55		
Subcontractor	Fredy's Landscape	Utility Dynamics	Fredy's Landscaping		
Type of Work	Landscape	Electrical	Landscape		
Subcontract Price	22,220.00	15,240.00	3,550.00		
Amount Uncompleted	22,220.00	15,240.00	3,550.00		
Subcontractor	Norridge	Trialta			
Type of Work	Sewer	Concrete			
Subcontract Price	395,440.00	101,733.50			
Amount Uncompleted	395,440.00	101,733.50			
Subcontractor	Superior Road Striping	Woodland			
Type of Work	Striping	Landscaping			
Subcontract Price	20,600.40	7,100.00			
Amount Uncompleted	20,600.40	7,100.00			
Subcontractor		Superior Road Striping			
Type of Work		Striping			
Subcontract Price		5,197.50			
Amount Uncompleted		5,197.50			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	816,023.90	193,271.00	26,534.55	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 10 day of March, 2015.

Jennifer Griebel
Notary Public

My commission expires: 4/3/17

(Notary Seal)



Type or Print Name Micah J. Higgins Secretary
Officer or Director Title

Signed Micah J. Higgins

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831
Huntley, IL 60142



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
17 State St., 29th Floor
New York, NY 10004

OWNER:

(Name, legal status and address)

Village of Grayslake
10 S. Seymour
Grayslake, IL 60030

BOND AMOUNT: \$ --Five Percent of Accompanying Bid---5% of Bid---

PROJECT:

(Name, location or address, and Project number, if any)

2015 Pavement Patching
Village of Grayslake, IL

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of March, 2015

Grace A. Fos

(Witness)

[Signature]

(Witness)

Schroeder Asphalt Services, Inc.

(Contractor as Principal)

(Seal)

(Title)

Hudson Insurance Company

(Surety)

(Seal)

(Title) Kevin J. Scanlon, Attorney-in-fact

STATE OF Illinois

ss.:

COUNTY OF Will

On this 10th day of March 2015, before me personally appeared Kevin J. Scablon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Hudson Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety
Company
Acknowledgment



Sue Bottomley

(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 06/30/2018



HUDSON INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto authorized, on this 13th day of November, 2014 at New York, New York.



Attest: [Signature] Dina Daskalakis, Corporate Secretary

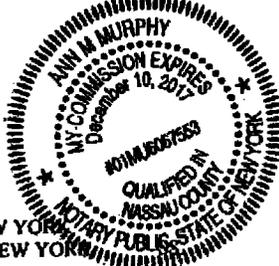
HUDSON INSURANCE COMPANY

By: [Signature] Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 13th day of November, 2014 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the Original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 10th day of March, 2015

By: [Signature] Dina Daskalakis, Corporate Secretary

CONTRACT

CONTRACT BETWEEN

VILLAGE OF GRAYSLAKE

AND

CHICAGOLAND PAVING CONTRACTORS, INC.

FOR

2015 PAVEMENT PATCHING

In consideration of the mutual promises set forth below, the Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030, a municipal corporation ("Owner"), and *CHICAGOLAND PAVING CONTRACTORS, 225 TELSER ROAD, LAKE ZURICH, IL 60047*, an *ILLINOIS CORPORATION* ("Contractor"), make this Contract as of the 10 day of April, 2015 [**CLOSING DATE**], and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment C, in accordance with the specifications attached hereto as Attachment A, the project specifications in Attachment C.

2. Permits. Except as otherwise provided in Attachment C, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

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

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the

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Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

7. Engineer's Interpretation. Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

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1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

All Required Submittals shall be provided to Engineer no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Engineer's sole opinion, to permit Engineer to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe

Engineer shall review all Required Submittals as soon as reasonably possible after their submission and shall have the right to require resubmittal of, and such corrections in and additions to, any or all Required Submittals as may be necessary to make the Required Submittals conform to this Contract.

Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract. In the event more than two re-submittals of any Required Submittal is necessary to make such Required Submittal conform to this Contract, Contractor shall be charged the total cost incurred by Engineer for all subsequent

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reviews of Required Submittals. If the amount due Contractor is not sufficient to cover such costs, Contractor shall reimburse Owner for such costs upon demand.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Contractor's Certification.

Contractor certifies that all the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

1.9 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work and all component parts of the Work, within such time or times as may be set forth in this Contract.

1.10 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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Work within the designated construction area limits of the Work Site and out of areas not designated for Contractor's use. On all other lands, Contractor shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Contractor to remove from the Work Site any of Contractor's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

1.14 Subcontractors and Suppliers

Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

C. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

D. Subcontractors and Suppliers. Contractor shall be responsible for all Subcontractors and Suppliers and shall supervise and control all Subcontractors and Suppliers. All of Contractor's agreements with Subcontractors and Suppliers shall be subject to the applicable terms and conditions of this Contract. Contractor shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

1.15 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by

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Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.11 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Contractor shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Contractor fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Contractor.

1.12 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Owner, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.13 Administration of the Work

Contractor shall have full and sole responsibility for administration of the Work. Contractor's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Contractor shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the

CONTRACT

Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.16 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.17 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

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ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase of fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

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C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Length of Warranty; Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever a subcontractor or supplier is required to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

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ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

A. Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and, if requested by the Village, policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment C. For good cause shown, Owner may extend the time for submission of the required certificates and policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however the Work may not begin until such certificates and policies are submitted. Such certificates and policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A-minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty (30) days after Bidder receives such notice from the Village. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment C.

B. Additional Coverages. The insurance coverages and limits required by Attachment C shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance as required by Attachment C or on Contractor's liability for losses and damages under this Contract. Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply

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with this contract. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss

C. Subcontractor Insurance. Unless otherwise provided in the Special Provisions of Contract or unless otherwise approved by Owner, Contractor shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those of Contractor by this Section.

D. Required Coverages. Contractor shall, prior to and at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to the Contract, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless Owner, the Work, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment C.

E. Additional Insured Endorsement. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as required by this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

4.4 Claims

If the Work or any of Contractor's operations or property is damaged by any other Person, Contractor shall make its claim directly against such Person. If a dispute develops between Contractor and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Contractor shall restore the Work immediately. Failure of Contractor to comply with this Contractor shall entitle Owner to perform, or to have performed, all Work

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necessary for compliance with this Contractor and to withhold or recover from Contractor the cost of such Work.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment B, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments"), and subject to retainage as provided in Section 5.3.F below.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than thirty (30) days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Overtime Engineering Costs. Owner shall have the right to charge Contractor for engineering and inspection services in connection with any Overtime Work. Such charge shall be equal to the total cost incurred by Engineer for the number of Engineer's personnel reasonably required to be present during such Overtime Work. If the amount due Contractor is not sufficient to cover such charge, Contractor shall reimburse Owner upon demand.

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D. Certified Payroll Records. Contractor shall submit to Owner, on a monthly basis, the certified payroll records required by Section 5 of the Prevailing Wage Act, as amended. 820 ILCS 130/5.

E. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

F. Retainage. For each Progress Payment, Contractor shall receive 90% of the Progress Payment amount, and the Village shall hold 10% of such Progress Payment as retainage (the "Retainage Amount"). The Village may utilize the Retainage Amount to cure any deficiency in the Contractor's performance that is identified prior to Final Acceptance (as defined below). Not less than three days prior to the Village utilizing any of the Retainage Amount, the Village shall notify the Contractor of (i) the deficiency in Contractor's performance, (ii) the Village's intention to utilize the Retainage Amount or some portion thereof, (iii) the nature and anticipated time of commencement of the Village's curative activities, and (iv) an estimate of the Retainage Amount to be used. If, prior to the commencement of the Village's curative activities, the Contractor notifies the Village of its intent to cure its deficiency in a timely fashion (as determined by the Village's anticipated time of commencing curative activities), then the Village shall defer proceeding with its curative activities and allow the Contractor to undertake its own corrective action.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

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C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price (including the balance of the Retainage Amount), after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than sixty (60) days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to Contract.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

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5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two (2) business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the

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dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work

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or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment C, as well as any additional damages caused by such delay.

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6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

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7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

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7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Grayslake
10 South Seymour Avenue
Grayslake, Illinois 60030
Attention: Michael J. Ellis

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

___ Chicagoland Paving Contractors Inc.
___ 225 Telser Road
___ Lake Zurich, IL 60047

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be

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required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

To the extent that the Prevailing Wage Act applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have

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arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

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7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its subcontractors, or any other person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance or require Owner to issue any license or permit to Contractor or any subcontractor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

By: *Jennifer K. H...*
Title: Deputy Village Clerk



VILLAGE OF GRAYSLAKE

By: *Michael J. Ellis*
Title: Village Manager

Attest/Witness:

By: *W. Cross*
Title: W. Cross

**CHICAGOLAND PAVING
CONTRACTORS, INC.**

By: *W. A. Brown*
Title: U.P.

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

CONTRACTOR'S CERTIFICATION

William R. Bowes, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this 10 day of April, 2015.

Attest/Witness:

**CHICAGOLAND PAVING
CONTRACTORS, INC.**

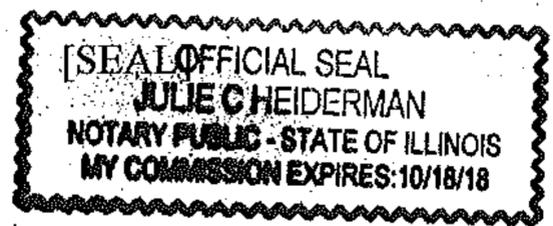
By: [Signature]
Title: v.p.

By: [Signature]
Title: v.p.

Subscribed and Sworn to
before me this 10 day
of April, 2015.

My Commission Expires: 10/18/18

[Signature]
Notary Public



SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

I. AWARD OF CONTRACT

Each participating municipality will award its own individual contract with the successful bidder.

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall complete the Work between May 15, 2015 through September 1, 2015.

Upon receiving the Notice To Proceed, the contractor has **10 consecutive working days** to complete the project.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of performing Hot-Mix Asphalt Pavement Patching following the requirements of Section 442 of the Standard Specifications for the Villages of Grayslake, Fox River Grove, Lake Villa, and Lakemoor.

IV. FUNDING SOURCE

This maintenance function is funded with either General Funds or Motor Fuel Tax funds depending on the municipality and is subject to all requirements set forth by the State of Illinois.

V. SCOPE OF WORK

As directed by the Village Representative of each awarding municipality, Contractor shall complete Hot-Mix Asphalt Pavement Patching in the locations determined and laid out by the Village Representative. Contractor will be provided a separate list of addresses and or map of all the work locations for each awarded contract.

**VI. CLASS D PATCHES, TYPE II, 4 INCH
CLASS D PATCHES, TYPE III, 4 INCH
CLASS D PATCHES, TYPE IV, 4 INCH
CLASS D PATCHES, TYPE II, 6 INCH (SUPPLEMENTAL ITEM)
CLASS D PATCHES, TYPE III, 6 INCH
CLASS D PATCHES, TYPE IV, 6 INCH (SUPPLEMENTAL ITEM)**

This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein:

This work shall include the full-depth saw cutting, removal, and disposal of the existing pavement; base course preparation; and replacement with new hot-mix asphalt pavement to **match existing pavement thickness**, but shall be no less than 4 inches in thickness. Materials shall be installed in lifts not to exceed 4", which shall be compacted to the satisfaction of the Village Representative.

All material removed shall be replaced with new material by the end of the working day in accordance with these specifications.

All material must be approved by the State of Illinois and certified inspection tickets shall be furnished to the Village Representative.

VII. REPAIR AND PREPARATION OF BASE COURSE

Description: This work shall consist of removal and offsite disposal of existing aggregate base course and sub-grade to a depth as directed by the Village Representative, but no greater than 18 inches, in areas determined to be unstable or unsuitable. The excavated undercut area shall be filled with CA 6 aggregate and may include the placement of geotextile fabric as directed by the Village Representative, prior to placement of the CA 6 aggregate. The new material shall be graded and compacted to match the adjacent prepared aggregate base course.

General: The work shall be performed according to Section 358 of the "Standard Specifications."

Method of Measurement: This work in connection with the repair and preparation of aggregate base course will be measured in square yards.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for REPAIR AND PREPARATION OF BASE COURSE. The unit price shall include all equipment, materials, offsite disposal and labor required to furnish and place the repair and preparation of base course. Additional aggregate material required for the repair of aggregate bases will be paid for at the contract unit price per ton for AGGREGATE BASE REPAIR.

This work will be paid for under the Supplemental Item Unit Prices.

VIII. COORDINATION WITH THE VILLAGE

Contractor shall notify The Village at least forty-eight (48) hours prior to the

commencement of any work.

IX. CONTROL OF WORK

Mailboxes

Contractor may remove mailboxes if they interfere with Contractor's operation. Upon completion, or when requested by The Village, Contractor shall replace all mailboxes at Contractor's expense, which mailboxes shall be in as good or better condition as when removed.

X. TRAFFIC CONTROL

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. Placement and maintenance of all traffic control devices shall be as directed by the Village Representative and in accordance with applicable parts of Section 701 of the Standard Specifications.

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of a section of Asphalt at any private driveway the homeowner must be notified **24 hours** in advance of the repair

The cost of any material, labor or equipment necessary for traffic control and protection to comply with the above shall be considered as incidental to the cost of the project

XI. PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the Village Representative has certified the completion and quality of the Work, payment will be made to Contractor.

SCHEDULE OF QUANTITIES

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

Municipality	Unit	Class D Patches, 4 Inch			Class D Patches, 6 Inch
		Type II	Type III	Type IV	Type III
Grayslake	SY	170	190	370	0
Fox River Grove	SY	0	80	280	0
Lakemoor	SY	150	225	375	0
Lake Villa	SY	0	750	0	250

ATTACHMENT B
SCHEDULE OF PRICES

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

I - Base Bid

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	CLASS D PATCHES, 4 INCH - TYPE II	SY	320	\$ 49.00	\$ 15,680.00
2	CLASS D PATCHES, 4 INCH - TYPE III	SY	1,245	\$ 43.10	\$ 53,659.50
3	CLASS D PATCHES, 4 INCH - TYPE IV	SY	1,025	\$ 35.00	\$ 35,875.00
4	CLASS D PATCHES, 6 INCH - TYPE III	SY	250	\$ 59 ⁻	\$ 14,750
TOTAL BASE BID \$				119,964.50	

II - Supplemental Item Unit Prices*

ITEM NO.	UNIT PRICE ITEMS	UNIT	PRICE PER UNIT
1	CLASS D PATCHES, 6 INCH - TYPE II	SY	\$ 99 ⁻
2	CLASS D PATCHES, 6 INCH - TYPE IV	SY	\$ 89 ⁻
3	REPAIR AND PREPARATION OF BASE COURSE	SY	\$ 49 ⁻
4	AGGREGATE BASE REPAIR	TON	\$ 35 ⁻

* Supplemental Item Unit Prices shall not be used to determine lowest bid.

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

**ATTACHMENT C
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: See Attachment A.
- II. Work Site: Various streets in Village of Grayslake.
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: September 1, 2015
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability:
\$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements.

IX. Per Diem Administrative Charge:

- A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

X. Contract Bonds Required:

Yes

PERFORMANCE BOND

of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 9th day of April, 2015.

Attest/Witness:

By: [Signature]
Title: witness

PRINCIPAL: Chicagoland Paving Contractors Inc.

By: [Signature]
Title: U-P.

Attest/Witness:

By: [Signature]
Title: Witness

SURETY: West Bend Mutual Insurance Company

By: [Signature]
Title: Luke F. Praxmarer (Attorney-in-Fact)

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this 9th day of April, 2015.

Attest/Witness:

By: [Signature]

Title: Witness

Attest/Witness:

By: [Signature]

Title: Witness

PRINCIPAL: Chicagoland Paving Contractors Inc.

By: [Signature]

Title: V.P.

SURETY: West Bend Mutual Insurance Company

By: [Signature]

Title: Luke F. Praxmarer (Attorney-in-Fact)

SEE INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT



2283895

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

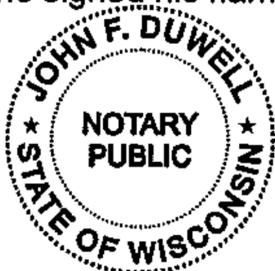
James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 9 day of April, 2015



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

ACKNOWLEDGMENT OF CORPORATE SURETY

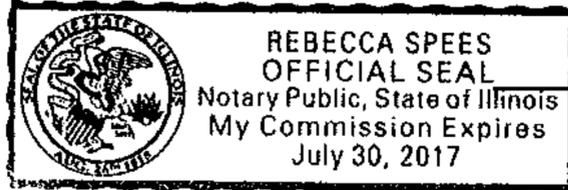
STATE OF Illinois)

ss

County of Cook)

On this 9 day of April, 20 15, before me appeared Luke F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Rebecca Spees

Notary Public

July 30, 20 17 County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



CERTIFICATE OF LIABILITY INSURANCE

CHICL-1

OP ID: M1

DATE (MM/DD/YYYY)
04/03/2015

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

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

PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village, IL 60007 Paul F. Praxmarer	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 847-758-1000 E-MAIL ADDRESS: Certs@corkillinsurance.com	FAX (A/C, No): 847-758-1200
	INSURER(S) AFFORDING COVERAGE	
INSURED Chicagoland Paving Contractors Inc 225 Telser Road Lake Zurich, IL 60047	INSURER A: Pekin Insurance Company	NAIC # 24228
	INSURER B: St. Paul Fire & Marine	NAIC # 24767
	INSURER C: AGCS Marine Insurance Co	NAIC # 22837
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CL0183498	02/24/2015	02/24/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	X		00P691695	02/24/2015	02/24/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (PER ACCIDENT) \$ 1,000,000 UM/UIM \$ 1,000,000
A	UMBRELLA LIAB	X		3782936P/ZUP21N3985515NF	02/24/2015	02/24/2016	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 10,000,000 BTrav XS \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC0004988	02/24/2015	02/24/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented Equipment			MXI93012355	02/24/2015	02/24/2016	Ded \$2500 500,000

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

Job: Various Streets in Village of Grayslake - The Village of Grayslake is an additional insured on the General Liability and Auto Liability if required by written contract. A waiver of subrogation applies in favor of the Additional Insured for Workers Compensation if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

GRAYSLA

Village of Grayslake
 10 South Seymour Ave.
 Grayslake, IL 60030

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

AUTHORIZED REPRESENTATIVE

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