



VILLAGE OF GRAYSLAKE

CONTRACT

2015 Bike Path & Parking Lot Maintenance

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder B&B COATINGS CO. ("Bidder")
Principal Office Address PO BOX 660, FOX LAKE, IL 60020
Local Office Address _____
Contact Person JOE SZRAMEK Telephone Number 815-774-2991

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

Attention: Michael J. Ellis
Village Manager

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 the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Special Provisions

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. General Standard. All Work shall be provided, performed, and completed 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. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
2. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
4. Bonds and Insurance. Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
5. Taxes. Pay all applicable federal, state, and local taxes;
6. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall 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 below.

A. SCHEDULE OF PRICES See Attachment B

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
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

C. In the event that Bidder is to receive periodic payments under this Contract/Proposal, each such periodic

payment shall be subject to a 10% hold-back ("Retainage") that the Village may utilize to cure any deficiency in Bidder's performance under the terms of the Contract/Proposal. After final acceptance of the Work by the Village, the Village's final payment to Bidder shall include the balance of the Contract Price (including any remaining Retainage).

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. 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.

4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. 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 (30) days after Bidder receives such notice from the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. 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. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. 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. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract.

- C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

of or modification of coverage, Bidder shall notify Village within thirty

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; prevailing wage laws; any statutes requiring preference to laborers of specified classes; 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; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) (Act) applies to this Contract, it is the Bidder'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 Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder 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 Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder 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.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (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. Bidder is not 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 Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder 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 Bids set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

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

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of The Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village,

this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by to make changes in the Work ("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. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder of full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder 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 this Contract.

N. Relationship of the Parties. Bidder 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 Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder'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. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder'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.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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 Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder 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.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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 Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder 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 Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder 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. Bidder 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 Bidder 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 Bidder.

R. 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 Bidder from the Commencement Date until Final Payment.

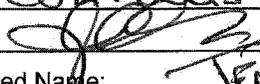
S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 17 day of JULY, 2015.

Bidder's Status: () IL Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: B & B COATINGS CO.

Doing Business As (if different): B & B COATINGS CO.

Signature of Bidder or Authorized Agent: 

Printed Name: JENNIFER BARBER

(corporate seal) (if corporation)

Title/Position: PRESIDENT

Bidder's Business Address: P.O. Box 660

FOX LAKE IL 60070

Bidder's Business Telephone: 847-587-3990 Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

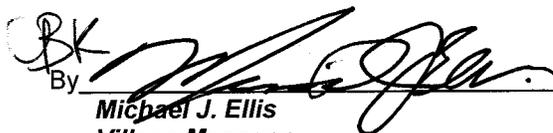
NAME	TITLE	ADDRESS
JENNIFER BARBER	PRESIDENT / VP	35425 N. CHRISTMAS
	SEC. / TRES.	INGLESIDE IL
		60044

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference, incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 20th day of July, 2015.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE


By _____
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Seal Coating, Pavement Marking, and Letter/Symbol Marking
- II. Work Site: Various locations in Grayslake, IL
- 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: October 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:

No

ATTACHMENT B

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)



PO Box 660, Fox Lake, IL 60020-0660
 Phone: 847-587-3990 Fax: 847-587-3996

Proposal

215227

DATE: 06/18/2015

A SEAL COAT DIVISION OF SUPERIOR PAVING INC.

PROPOSAL SUBMITTED TO Village of Grayslake 10 Seymour Avenue Grayslake, IL 60030	CONTACT Michael Peters	PHONE
	JOB NAME & LOCATION UP Church Off of S. Whitney Street	PHONE
	EMAIL mpeters@villageofgrayslake.com	FAX

Seal coating specifications for approximately **27,850** sq.ft. of asphalt surface.

- All surfaces to be cleaned of dirt, weeds, and etc., with the use of high pressure blowers and sweeping.
- All material to be machine applied in a workmanship like manner.
- Material used is in accordance with Fed. Specs. RP355E ***SAKRETE** commercial grade high solid sealer, rated at 52%.
- All petroleum spills will be treated as well as possible with oil spot primer.
- Lot must be open and clear for our crew, and we will close after the completion of work.
- Please stay off sealed driveway for 24 hours.

*** Seal Coat Price: \$2,525.00

Striping

- Restripe lot as existing layout using heavy yellow/white high traffic marking paint meeting state and federal specifications, machine applied.

*** Striping Price: \$590.00

Hot Rubber Crack Seal

- Hot rubber crack seal approximately **1,800** linear feet of cracks greater than 1/4" in width.

*** Hot Rubber Price: \$800.00

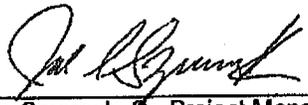
***NOTE: We will schedule your job when we receive your signed proposal along with the signed terms and conditions.

We propose to complete the above work in accordance with above specifications, for the sum of:

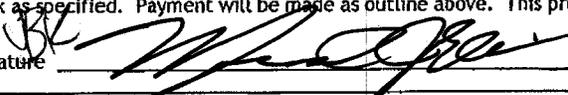
Three Thousand Nine Hundred Fifteen Dollars and No Cents ----- (\$ **3,915.00**).

Payment to be made as stated: **PAYMENT DUE UPON COMPLETION**

The guarantee shall be limited to the replacement of the material and application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimated quote. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: 
Joe Szramek, Sr. Project Manager

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. This proposal may be withdrawn by us if not accepted within **30** days.

Signature:  Date of Acceptance: 7/20/15



PO Box 660, Fox Lake, IL 60020-0660
 Phone: 847-587-3990 Fax: 847-587-3996

Proposal
 215228

DATE: 06/18/2015

A SEAL COAT DIVISION OF SUPERIOR PAVING INC.

PROPOSAL SUBMITTED TO Village of Graylake 10 Seymour Avenue Graylake, IL 60030	CONTACT	Michael Peters	PHONE
	JOB NAME & LOCATION	30 S. Whitney Street South of Center Street	PHONE
			FAX
	EMAIL	mpeters@villageofgraylake.com	

- Seal coating specifications for approximately 11,790 sq.ft. of asphalt surface.
- All surfaces to be cleaned of dirt, weeds, and etc., with the use of high pressure blowers and sweeping.
 - All material to be machine applied in a workmanship like manner.
 - Material used is in accordance with Fed. Specs. RP355E *SAKRETE commercial grade high solid sealer, rated at 52%.
 - All petroleum spills will be treated as well as possible with oil spot primer.
 - Lot must be open and clear for our crew, and we will close after the completion of work.
 - Please stay off sealed driveway for 24 hours.
- *** Seal Coat Price: \$1,200.00

- Striping
- Restripe lot as existing layout using heavy yellow/white high traffic marking paint meeting state and federal specifications, machine applied.
- *** Striping Price: \$450.00

- Hot Rubber Crack Seal
- Hot rubber crack seal approximately 450 linear feet of cracks greater than 1/4" in width.
- *** Hot Rubber Price: \$250.00

***NOTE: We will schedule your job when we receive your signed proposal along with the signed terms and conditions.

We propose to complete the above work in accordance with above specifications, for the sum of:

One Thousand Nine Hundred Dollars and No Cents ----- (\$ 1,900.00).

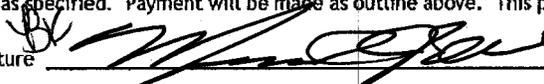
Payment to be made as stated: **PAYMENT DUE UPON COMPLETION**

The guarantee shall be limited to the replacement of the material and application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimated quote. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature


 Joe Szramek, Sr. Project Manager

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. This proposal may be withdrawn by us if not accepted within 30 days.

Signature 

Date of Acceptance 7/20/15



PO Box 660, Fox Lake, IL 60020-0660
 Phone: 847-587-3990 Fax: 847-587-3996

Proposal

215229

DATE: 06/18/2015

A SEAL COAT DIVISION OF SUPERIOR PAVING INC.

PROPOSAL SUBMITTED TO Village of Grayslake 10 Seymour Avenue Grayslake, IL. 60030	CONTACT Michael Peters	PHONE
	JOB NAME & LOCATION Bike Paths	PHONE
	EMAIL mpeters @villageofgrayslake.com	FAX

Seal coating specifications for approximately **88,200** sq.ft. of asphalt surface.

- All surfaces to be cleaned of dirt, weeds, and etc., with the use of high pressure blowers and sweeping.
- Seal coat application to contain 2 to 3 lbs. of fine ground silica sand per gallon.
- All material to be machine applied in a workmanship like manner.
- Material used is in accordance with Fed. Specs. RP355E ***SAKRETE** commercial grade high solid sealer, rated at 52%.
- All petroleum spills will be treated as well as possible with oil spot primer.
- Lot must be open and clear for our crew, and we will close after the completion of work.

*** Seal Coat Price: \$7,056.00

Hot Rubber Crack Seal

- Hot rubber crack seal approximately 2,800 linear feet of cracks greater than 1/4" in width. Approximately 310 cracks that cross bike path.

*** Hot Rubber Price: \$2,400.00

NOTE: Paths to include: Drury Lane & Carillon Drive to north along Carillon Drive
 Drury Lane & Carillon Drive west to Sunrise Park
 Drury Lane & Lake Street to Sunrise Park
 Drury Lane & Lake Street west to Route 83

***NOTE: We will schedule your job when we receive your signed proposal along with the signed terms and conditions.

We propose to complete the above work in accordance with above specifications, for the sum of:

Nine Thousand Four Hundred Fifty Six Dollars and No Cents ----- (\$ **9,456.00**).

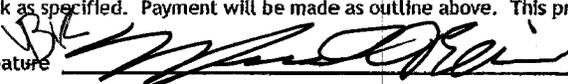
Payment to be made as stated: **PAYMENT DUE UPON COMPLETION**

The guarantee shall be limited to the replacement of the material and application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimated quote. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature


 Joe Szramek, Sr. Project Manager

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. This proposal may be withdrawn by us if not accepted within **30** days.

Signature 

Date of Acceptance 7/20/15

PROPOSAL TERMS AND CONDITIONS

If for any reason beyond B & B Coatings control, the work cannot be **completed by 07/31/2015**, B & B Coatings reserves the right to adjust the terms of this agreement.

All work of others shall be completed to such an extent that it will not in any way conflict or interfere with our work. Once B & B Coatings is directed to commence work Owner/ owner's agent/contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to any other work conflicting with our normal completion timetable.

Commercial Accounts Only. The required number of mobilization(s) has been determined for each phase of the work. When more than the required mobilizations occur due to the acts or omissions of Owner/Owner's agent/Contractor, the charge for each additional mobilization shall be \$150.00 unless otherwise agreed upon, prior to mobilization.

Any changed condition of the job specifications involving extra costs will be performed **ONLY** upon submission of a written change order, and the owner/owner's agent/contractor acknowledge and agree to pay the extra charge over and above the original contract price for the performance of the requested change order.

During the course of construction activities, if B & B Coatings is required to come in contact or travel across existing concrete or asphalt pavements and or other surfaces, B & B Coatings is not liable for damage done in delivering or removing materials or equipment to or from the project location to any existing surfaces. When resurfacing asphalt pavements, B & B Coatings is not responsible for the redevelopment of cracks or expansion joints which may occur.

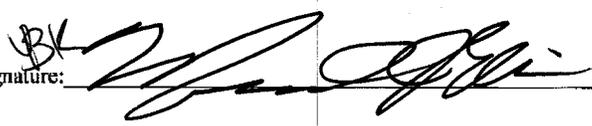
Owner/owners agent/contractor, at its sole expense, shall **comply and obtain all necessary licenses and permits** under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the work, or the owner/owners agent/contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

B & B Coatings is entitled to final payment upon **substantial completion** of the "work" required. Terms of payment shall be net 30 days from the date of the invoice. A 1.5% per month service charge shall be charged for all outstanding balances.

If any amount due under this contract is not paid when due, **all costs incurred** to protect our interest in all the properties we have furnished in materials and services, the Owners/owners agent/contractors agrees to pay all costs and expenses. **(All lien fees, collection fees and/or attorney fees (whether or not litigation is commenced), or if any legal advice, services or actions shall be necessary, Owner/owners agent/contractor agrees to pay for all costs and expenses incurred in connection with collecting unpaid balances.)**

Proposals containing separate bids or alternate bid options– If separate bids or alternate bids are indicated acknowledge acceptance by **initialing** those prices which you hereby accept and **sign and date** the proposal/contract.

Proposal terms and conditions are part of the proposal/contract and must be signed and returned when returning signed proposal/contract.

Signature: 

Date of Acceptance: 7/20/15

**ATTACHMENT C
SPECIAL PROVISIONS**

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

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 perform the Work between July 1, 2015 through October 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 providing Bike Path & Parking Lot Maintenance (Seal Coating / Pavement Marking) for the Village of Grayslake.

IV. SEAL COAT

The Village Representative reserves the right, during construction, to change the locations at which the Work is to be performed and/or to increase or decrease the quantity of Sealant and Seal Coat to be placed. The Work shall be done in accordance with Sections 451 and 403 of the Standard Specifications except as modified below:

The Work performed under this pay item shall consist of cleaning existing cracks (greater than ¼") and placing a hot-poured joint sealer (Crack Seal) and of cleaning and preparing applicable surface area and applying a single course surface treatment (Seal Coat) at various locations designated by the Village Representative.

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

The Contractor shall supply necessary notification barricades and signage at the start, end, and connections of all bike paths and the entrances to parking lots to inform residents of the closure and ongoing work. All barricades and signage shall be removed when areas have dried and can be opened to traffic. This work shall be considered incidental to the contract.

Materials

The refined coal tar emulsion, Brewer Cote or equal, shall conform to the following requirements:

- I. Federal specifications RP-355e
- II. The refined coal tar prior to emulsification shall conform to ASTM D-490 grade RT-12. Oil and gas tars shall not be used even though they might comply with ASTM D-490.
- III. The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size particles in suspension. Only ball clays will be acceptable.
- IV. The contractor will provide a certification with each emulsion delivery, indicating compliance with above requirements.
- V. Water used, as diluents, shall be potable and free of excessive minerals and contaminants.

Sand aggregate shall be washed and graded silica sand, free of all contaminant and conforming to the following gradation:

- I. Sieve size #40-60 with 100% passing on a #20 sieve.

Latex additive – Tarmax R-100 or equal. The additive must mix homogeneously and be completely compatible with the coal tar emulsion, water, and sand system.

Preparation of Surface

Thoroughly inspect the pavement surface for minor cracks and other imperfections. Areas that have been subjected to fuel and oil spillage shall be wire brushed or scraped to remove any excess dirt and grease accumulations. The area shall then be primed with an acrylic copolymer latex, such as Tarloc, to provide proper bonding on the seal coat. Immediately before application of sealer, clean the surface of all loose dirt, dust, leaves, and any other foreign materials by sweeping, blowing, or flushing with water, or the combination of the three. This work shall be considered incidental to the contract.

Application of Material

A one coat system shall be used for bike paths. Application may be made by hand brushes, squeegees, or mechanical applicators. Coverage rate shall be a minimum of 0.3 gallons per square yard or 3.3 square yards per gallon.

The Work will be measured in square yards and will be paid following visual inspection by the Owner and receipt of material certification or manufacturer's certificate.

This Work will be paid for at the Contract Unit Price per Square Yard for SEAL COATING.

V. PAVEMENT MARKING

All Pavement Marking shall be completed to match existing, unless Village Representative specifies otherwise.

This Work will be paid for at the Contract Unit Price per Linear Foot for PAVEMENT MARKING.

VI. 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 Article 107.14 and 107.15 of the Standard Specifications.

Special attention is called to Articles 107.09, 107.14, and 107.18 of the Standard Specifications and the following:

- a) Highway Standards; 701501-05, 701801-04, 701901-01
- b) Supplemental Specifications and Recurring Special Provisions Adopted January 1, 2012, or latest addition, and
- c) other special provisions relating to traffic control

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.

VII. LOCATION OF THE IMPROVEMENT

Addresses and or maps showing all of the work locations shall be provided to the contractor.

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

Contractor shall be paid at the unit price for SEAL COATING, PATCHING, and PAVEMENT MARKING as specified in the Schedule of Prices.



CERTIFICATE OF LIABILITY INSURANCE

BANDB-1

OP ID: MG

DATE (MM/DD/YYYY)
07/17/2015

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 Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver	Phone: 847-367-2633	CONTACT NAME:	FAX (A/C, No):
	Fax: 847-367-2636	PHONE (A/C, No, Ext):	
INSURED B and B Coatings Co. P O Box 660 Fox Lake, IL 60020		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Pekin Insurance Company	NAIC # 24228
		INSURER B:	
		INSURER C:	
		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 SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	X	CL0173613	05/08/2015	05/08/2016	EACH OCCURRENCE \$ 1,000,000 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	00P685059	05/08/2015	05/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU27387	05/08/2015	05/08/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	WC0001685	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ADDL INSDS ARE ADDED TO THE GL & AUTO PER CG5036 W/RESPECT TO WORK PRFMD BY THE NAMED INSDS AS REQUIRED BY SIGNED WRITTEN CONTRACT: VILLAGE OF GRAYSLAKE. WAIVER OF SUBROGATION APPLIES TO WC IN FAVOR OF THE ADDL INSDS.

CERTIFICATE HOLDER	CANCELLATION
VILGRAY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Village of Grayslake 10 S. Seymour Ave. Grayslake, IL 60030	AUTHORIZED REPRESENTATIVE <i>Todd Silver</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/
WAIVER OF RIGHTS OF RECOVERY
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. Additional Insured - When Required By
Written Construction Contract For
Ongoing Operations Performed By You
For An Additional Insured and/or Your
Completed Operations**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

(1) does not increase the scope or limits of coverage afforded by this policy; and

(2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

(1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.

(3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

- (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
 - (b) the end of the Policy Period.
- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:
- (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
 - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

D. Section III - Limits Of Insurance is amended to include:

- (1) The limits of insurance applicable to the Additional Insured are:
 - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
 - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. Section IV - Other Insurance is amended to include:

- (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

F. Section IV - Transfer Of Rights Of Recovery Against Others To Us is amended to include:

- (1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. Additional Insured - State Or Political Subdivisions - Permits

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.