

PROPOSAL/CONTRACT

FOR THE

PURCHASING/DELIVERING OF AQUATIC CENTER DECK CHAIRS

Full Name of Bidder Belson Outdoors, Inc.
Principal Office Address 111 North River Rd.
Local Office Address North Aurora, IL 60542
Contact Person Brenda Wilmsen Telephone 800-323-5664

TO: **VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER**

1. **EQUIPMENT PROPOSAL**

- A. **Contract and Equipment.** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. **Performance Standards.** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment 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 Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. **SCHEDULE OF PRICES**

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

ITEM 1	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Chaise Lounge Chair 44031166	Purchase	Carton (18 Chairs)	11	\$ 103. ⁰⁰	\$ 20394. ⁰⁰
Item Total:					\$ 20394

ITEM 2	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Stacking/Reclining Deck Chair 47658066	Purchase	Carton (10 Chairs)	10	\$ 94. ⁰⁰	\$ 9400. ⁰⁰
Item Total:					\$ 9400. ⁰⁰

ITEM 3	DESCRIPTION	TOTAL
Delivery of ITEMS 1 & 2	Delivery	\$ 1,335. ⁹¹
Item Total:		\$ 1,335. ⁹¹

ITEM NO.	ITEMS	TOTAL
1	Bahia Chaise Lounge Chair	\$ 20394
2	Bahia Stacking/Reclining Deck Chair	\$ 9400
3	Delivery of ITEMS 1 & 2	\$ 1335. ⁹¹
GRAND TOTAL:		\$ 31129. ⁹¹

- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, 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 Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, 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 Proposal/Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/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 Proposal/Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absences of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

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

Bidder's Name: Belson Outdoors Inc

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: Brenda Wilmsen

(corporate seal) Printed Name: Brenda Wilmsen
 (if corporation)

Title/Position: C.S.M.

Bidder's Business Address: 111 W. River Rd., W. Aurora, IL 60542

Bidder's Business Telephone: 800-323-5664 Facsimile: 630-897-0573

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

NAME	TITLE	ADDRESS

SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the contractual intent as to the matter involved and shall take precedence in the event of conflict.

DELIVERY LOCATION

Esper A. Petersen Foundation Family Aquatic Center
250 Library Lane
Grayslake, IL 60030

WORK

The Work described in these specifications consists of the purchase and delivery of the below specified chairs. The vendor will be responsible for the delivery of the chairs by the below specified completion date. The vendor will be required to provide a forklift and/or lift gate and pallet jack for the delivery of the chairs.

GENERAL SPECIFICATIONS

Bahia Chaise Lounge Chair -

Manufacturer: Grosfillex
Stock Number: 44031166
Color: Sandstone
Quantity: 11 cartons (18 chairs per carton – 198 TOTAL chairs)

Bahia Stacking/Reclining Deck Chair -

Manufacturer: Grosfillex
Stock Number: 47658066
Color: Sandstone
Quantity: 10 cartons (10 chairs per carton – 100 TOTAL chairs)

COMPLETION DATE

The above items shall be delivered no later than May 16, 2014.

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 _____ day of _____, 20__.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment 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 ("Owner")

By: _____
Michael J. Ellis
Village Manager

Attest: _____
Deputy Village Clerk

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. Owner 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 Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment within by May 14, 2014 following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

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

- A. The Equipment. The Equipment, 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 Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided 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.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other 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 Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the 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. Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

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

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract.
- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

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

Grayslake Aquatic Center Deck Chair Purchase/Delivery

Sealed bids for this contract must be received before 2:00 p.m. on April 2, 2014, at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

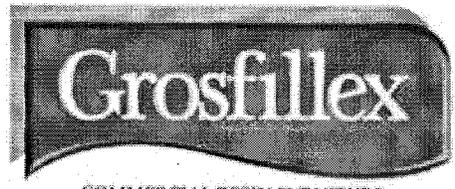
Copies of the bidding documents, including contract provisions and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com. It is the responsibility of the bidder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

The 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.

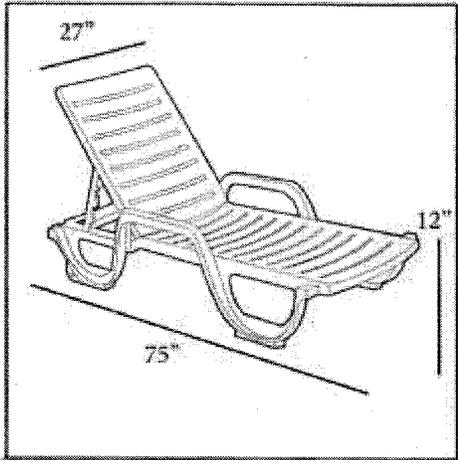
President and Board of Trustees
Village of Grayslake, Illinois

By: Village Manager
Michael J. Ellis



COMMERCIAL RESIN FURNITURE

Your best value for Food Service & Hospitality!



Special Packaging!

Bahia Stacking Adjustable Chaise

Passes ASTM F 1988-99 Class B performance
standard for commercial outdoor lounging



Bahia Stacking Deck Chair

Passes ASTM F 1988-99 Class B performance
standard for commercial outdoor lounging

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President and Board of Trustees
Village of Grayslake, Illinois

By: Village Manager
Michael J. Ellis

PROPOSAL/CONTRACT

FOR THE

PURCHASING/DELIVERING OF AQUATIC CENTER DECK CHAIRS

Full Name of Bidder Contract Furnishings International, Inc.
Principal Office Address PO BOX 11469 Bradenton, FL 34282-1469
Local Office Address N/A
Contact Person Justin Baker Telephone 941-359-6900

TO: **VILLAGE OF GRAYSLAKE**
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER

1. EQUIPMENT PROPOSAL

- A. Contract and Equipment. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. Performance Standards. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment 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 Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

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A. SCHEDULE OF PRICES

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

ITEM 1	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Chaise Lounge Chair	Purchase	Carton (18 Chairs)	11	\$ 82.78	\$ 16,390.44
Item Total:					\$ 16,390.44

ITEM 2	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Stacking/Reclining Deck Chair	Purchase	Carton (10 Chairs)	10	\$ 75.08	\$ 7,508.00
Item Total:					\$ 7,508.00

ITEM 3	DESCRIPTION	TOTAL
Delivery of ITEMS 1 & 2	Delivery	\$ 1,229.00
Item Total:		\$ 1,229.00

ITEM NO.	ITEMS	TOTAL
1	Bahia Chaise Lounge Chair	\$ 16,390.44
2	Bahia Stacking/Reclining Deck Chair	\$ 7,508.00
3	Delivery of ITEMS 1 & 2	\$ 1,229.00
GRAND TOTAL:		\$ 25,127.44



Contract Furnishings International, Inc.

P.O. Box 11469
Bradenton, FL 34282-1469

Phone (941) 359-6900
Fax (941) 359-6935
www.contract-furnishings.com

SALES QUOTE

Date	S.O. No.
3/20/14	24435

Name / Address

Ship To

Village of Grayslake
Kevin Timony
10 South Seymour Ave
Grayslake, IL 60030
Ph:847-986-3236

Grayslake Aquatic Center
Kevin Timony
250 Library Lane
Grayslake, IL 60030
Ph:847-986-3236

Terms	Customer P.O. No.	Ship Via	Est. Ship Date	OE	Sales Rep
Purchase Order			SEE BELOW		JRB
Item	Description	Qty	Price	Amount	
G1-44 0311 66	The Bahia Stacking Deck Chair is currently out of stock until approximately late May. The Bahia Chaise Lounge is currently in stock and can be delivered in no more than 2 weeks. Bahia Chaise- Sandstone 18 Pack (Partial Assembly Required)	198	82.78	16,390.44	
G1-47 6580 66	Bahia Stacking Deck Chair- Sandstone	100	75.08	7,508.00	
	SUBTOTAL:			23,898.44	
0000	SHIPPING CHARGE (Additional charges apply if lift-gate is needed)		1,229.00	1,229.00	
0030	DUE TO FLUCTUATING FUEL PRICES THIS SHIPPING CHARGE IS ONLY VALID FOR 30 DAYS FROM THE DAY OF THIS QUOTE.			0.00	

IN CASE OF DAMAGE: Consignee (Customer) is responsible for checking all merchandise before accepting. Visible damage must be noted on the delivery receipt in detail prior to signing for acceptance. On all delivery receipts add "Subject to Inspection" above your signature. Claims for visual damage must be filed, by calling the carrier phone number noted on the delivery receipt, within 48 hours of receipt of product. Claims filed later than 48 hours may not be honored by freight carrier. Phone your sales rep. at Contract Furnishings - 941-359-6900 - after phoning the freight carrier.

	Subtotal	\$25,127.44
ALL SALES ARE FINAL NO CANCELLATIONS OR RETURNS		
	Sales Tax (0.0%)	\$0.00
	Total	\$25,127.44

If you wish to proceed, please sign, date and fax to:
941-359-6935. Please send your check to the above Address
or call us to pay by Credit Card.

Authorized Signature

Date

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. Owner 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 Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment within by May 14, 2014 following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

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

- A. The Equipment. The Equipment, 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 Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided 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.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other 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 Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the 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. Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

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

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract.
- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.

- F. **No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, 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 Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, 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 Proposal/Contract; or of any remedy, power, or right of Owner.
- G. **Severability.** The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/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 Proposal/Contract shall be in any way affected thereby.
- H. **Amendments.** No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. **Assignment.** Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. **Governing Law.** This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absences of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

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

Bidder's Name: Contract Furnishings International, Inc.

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent: Justin Baker

(corporate seal) Printed Name: Justin Baker
 (if corporation)

Title/Position: Account Manager

Bidder's Business Address: PO Box 11469 Bradenton, FL 34282

Bidder's Business Telephone: 941-359-6900 Facsimile: 941-359-6935

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

NAME	TITLE	ADDRESS
Joseph S. Griffin	Owner	PO Box 11469 Bradenton, FL 34282

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 _____ day of _____, 20____.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment 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 ("Owner")

By: _____
Michael J. Ellis
Village Manager

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Quantity: 10 cartons (10 chairs per carton – 100 TOTAL chairs)

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VILLAGE OF GRAYSLAKE
BID NOTICE

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Sealed bids for this contract must be received before 2:00 p.m. on April 2, 2014, 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 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

PROPOSAL/CONTRACT

FOR THE

PURCHASING/DELIVERING OF AQUATIC CENTER DECK CHAIRS

Full Name of Bidder CNC Commercial Group
Principal Office Address 9804 Sapphire Creek St Louis MO 63123
Local Office Address 9804 Sapphire Creek, St Louis MO 63123
Contact Person Misty Likis Telephone 850-572-2379

TO: **VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER**

1. **EQUIPMENT PROPOSAL**

- A. **Contract and Equipment**. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. **Performance Standards**. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. **Inspection/Testing/Rejection**. Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment 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 Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. **SCHEDULE OF PRICES**

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

COMPLETE SCHEDULE OF PRICES ON FOLLOWING PAGE

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

ITEM 1	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Chaise Lounge Chair	Purchase	Carton (18 Chairs)	11	\$ 1488.78	\$ 16376.58
Item Total:					\$ 16376.58

ITEM 2	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Stacking/Reclining Deck Chair	Purchase	Carton (10 Chairs)	10	\$ 754.60	\$ 7546.00
Item Total:					\$ 7546.00

ITEM 3	DESCRIPTION	TOTAL
Delivery of ITEMS 1 & 2	Delivery	\$ 2400 ⁰⁰
Item Total:		\$ 2400 ⁰⁰

ITEM NO.	ITEMS	TOTAL
1	Bahia Chaise Lounge Chair	\$ 16376.58
2	Bahia Stacking/Reclining Deck Chair	\$ 7546.00
3	Delivery of ITEMS 1 & 2	\$ 2400.00
GRAND TOTAL:		\$ 26322.58

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. Owner 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 Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment within by May 14, 2014 following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

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

- A. The Equipment. The Equipment, 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 Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided 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.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other 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 Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the 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. Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

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

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract.
- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.

- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, 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 Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, 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 Proposal/Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/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 Proposal/Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absences of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

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

Bidder's Name: CNC Commercial Group

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: Misty Likis

(corporate seal) Printed Name: Misty Likis
 (if corporation)

Title/Position: Senior Sales Consultant

Bidder's Business Address: 9804 Sapphire Creek St Louis MO 63123

Bidder's Business Telephone: 860-572-2379 Facsimile: 877-222-0864

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

NAME	TITLE	ADDRESS
<u>Christy Cammarata</u>	<u>Owner/President</u>	<u>9804 Sapphire Creek St Louis MO 63123</u>
<u>Mark Cammarata</u>	<u>Partner</u>	<u>9804 Sapphire Creek St Louis MO 63123</u>

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 _____ day of _____, 20__.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment 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 ("Owner")

By: _____
Michael J. Ellis
Village Manager

Attest: _____
Deputy Village Clerk

SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the contractual intent as to the matter involved and shall take precedence in the event of conflict.

DELIVERY LOCATION

Esper A. Petersen Foundation Family Aquatic Center
250 Library Lane
Grayslake, IL 60030

WORK

The Work described in these specifications consists of the purchase and delivery of the below specified chairs. The vendor will be responsible for the delivery of the chairs by the below specified completion date. The vendor will be required to provide a forklift and/or lift gate and pallet jack for the delivery of the chairs.

GENERAL SPECIFICATIONS

Bahia Chaise Lounge Chair -

Manufacturer: Grosfillex
Stock Number: 44031166
Color: Sandstone
Quantity: 11 cartons (18 chairs per carton – 198 TOTAL chairs)

Bahia Stacking/Reclining Deck Chair -

Manufacturer: Grosfillex
Stock Number: 47658066
Color: Sandstone
Quantity: 10 cartons (10 chairs per carton – 100 TOTAL chairs)

COMPLETION DATE

The above items shall be delivered no later than May 16, 2014.

Aquatic Center Deck Chairs Bid
4/2/2014 at 2:00 p.m.

		Chicago United Industries			Contract Furnishings International		CNC Commercial Group	Belson
ITEM 1	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
Bahia Chaise Lounge Chair	Purchase	Carton (18 Chairs)	11	\$1,465.38	\$1,490.04	\$1,488.78	\$1,854.00	
Total				\$16,119.18	\$16,390.44	\$16,376.58	\$20,394.00	
ITEM 2								
Bahia Stacking/Reclining Deck Chair	Purchase	Carton (10 Chairs)	10	\$749.50	\$750.80	\$754.60	\$940.00	
Total				\$7,495.00	\$7,508.00	\$7,546.00	\$9,400.00	
ITEM 3								
Delivery of ITEMS 1 & 2	Delivery			\$0.00	\$1,229.00	\$2,400.00	\$1,335.91	
Total				\$0.00	\$1,229.00	\$2,400.00	\$1,335.91	
				\$16,119.18	\$16,390.44	\$16,376.58	\$20,394.00	
				\$7,495.00	\$7,508.00	\$7,546.00	\$9,400.00	
				\$0.00	\$1,229.00	\$2,400.00	\$1,335.91	
Total				\$23,614.18	\$25,127.44	\$26,322.58	\$31,129.91	
Total Bid (as read)				\$23,614	\$25,127	\$26,323	\$31,130	

PROPOSAL/CONTRACT

FOR THE

PURCHASING/DELIVERING OF AQUATIC CENTER DECK CHAIRS

Full Name of Bidder CHICAGO UNITED INDUSTRIES, LTD.
Principal Office Address 53 W. JACKSON BLVD., SUITE 1450, CHICAGO, IL 60604
Local Office Address SAME AS ABOVE
Contact Person GEORGIE LOERA Telephone 312-786-1471

TO: **VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER**

1. **EQUIPMENT PROPOSAL**

- A. **Contract and Equipment.** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. **Performance Standards.** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment 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 Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. **SCHEDULE OF PRICES**

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

COMPLETE SCHEDULE OF PRICES ON FOLLOWING PAGE

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

ITEM 1	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Chaise Lounge Chair	Purchase	Carton (18 Chairs)	11	\$ 1,465.38	\$ 16,119.18
				Item Total:	\$

ITEM 2	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Bahia Stacking/Reclining Deck Chair	Purchase	Carton (10 Chairs)	10	\$ 749.50	\$ 7,495.00
				Item Total:	\$

ITEM 3	DESCRIPTION	TOTAL
Delivery of ITEMS 1 & 2	Delivery	\$.00
Item Total:		\$.00

ITEM NO.	ITEMS	TOTAL
1	Bahia Chaise Lounge Chair	\$ 16,119.18
2	Bahia Stacking/Reclining Deck Chair	\$ 7,495.00
3	Delivery of ITEMS 1 & 2	\$.00
GRAND TOTAL:		\$ 23,614.18

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. Owner 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 Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment within by May 1st 2014 following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

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

- A. The Equipment. The Equipment, 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 Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided 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.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other 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 Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the 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. Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

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

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract
- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.

- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, 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 Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, 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 Proposal/Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/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 Proposal/Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absences of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

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

Bidder's Name: CHICAGO UNITED INDUSTRIES, LTD.

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent: George Loera, Pres

(corporate seal)
(if corporation)

Printed Name: GEORGE LOERA

Title/Position: PRESIDENT

Bidder's Business Address: 53 W. JACKSON BLD, SUITE 1450, CHICAGO, IL 60604

Bidder's Business Telephone: 312-786-1471 Facsimile: 312-786-1026

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

NAME	TITLE	ADDRESS
GEORGE LOERA	PRESIDENT	53 W. JACKSON, SUITE 1450 CHICAGO, IL 60604
NICK MASSARELLA	VICE-PRESIDENT	53 W. JACKSON, SUITE 1450 CHICAGO, IL 60604

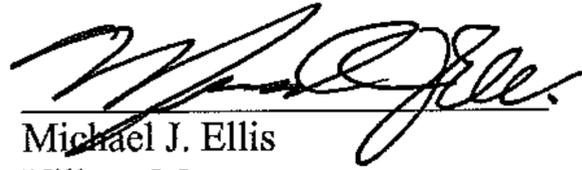
ACCEPTANCE

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 2nd day of April, 2014.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment 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.

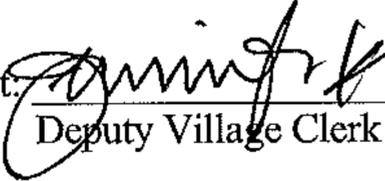
VILLAGE OF GRAYSLAKE ("Owner")

UBK
By:



Michael J. Ellis
Village Manager

Attest:


Deputy Village Clerk

SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the contractual intent as to the matter involved and shall take precedence in the event of conflict.

DELIVERY LOCATION

Esper A. Petersen Foundation Family Aquatic Center
250 Library Lane
Grayslake, IL 60030

WORK

The Work described in these specifications consists of the purchase and delivery of the below specified chairs. The vendor will be responsible for the delivery of the chairs by the below specified completion date. The vendor will be required to provide a forklift and/or lift gate and pallet jack for the delivery of the chairs.

GENERAL SPECIFICATIONS

Bahia Chaise Lounge Chair -

Manufacturer:	Grosfillex
Stock Number:	44031166
Color:	Sandstone
Quantity:	11 cartons (18 chairs per carton – 198 TOTAL chairs)

Bahia Stacking/Reclining Deck Chair -

Manufacturer:	Grosfillex
Stock Number:	47658066
Color:	Sandstone
Quantity:	10 cartons (10 chairs per carton – 100 TOTAL chairs)

COMPLETION DATE

The above items shall be delivered no later than May 16, 2014.