



**VILLAGE OF GRAYSLAKE**

**CONTRACT**

**BIKE PATH & PARKING LOT MAINTENANCE**

**PLEASE PROCEED TO NEXT PAGE**

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Superior Paving, Inc. ("Bidder")  
Principal Office Address 185 S. Route 12 PO Box 98  
Local Office Address Same  
Contact Person Bob Mill Telephone Number 847-587-1292

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 herewith. 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 Owner 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 Owner repair or replace, damage done to, and any loss or injury suffered by, the Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Owner 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 Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Owner, 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. 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;
3. 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
4. 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 Owner 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 Owner, the Owner'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 Owner'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 Owner, 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 Owner's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Owner 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 Owner. Such policies shall name the Owner as an additional insured and cancellation notice recipient, including without limitation naming the Owner 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 Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Owner within thirty (30) days after Bidder receives such notice from the Owner. 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 Owner, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Owner, 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 Owner with a copy of the actual additional insured endorsement demonstrating that the Owner is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Owner 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 Owner 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

inconNECTION with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Owner 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 Owner 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 Owner.

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](http://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 Owner 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 Owner 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 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 Owner 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 Owner'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 Owner 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 Owner, whether before or after the Owner's acceptance of this Contract/Proposal; nor any information or data supplied by the Owner, whether before or after the Owner's acceptance of this Contract/Proposal; nor any order by the 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 the Owner; nor any extension of time granted by the Owner; nor any delay by the Owner in exercising any right under this Contract/Proposal; nor any other act or omission of the Owner 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 Owner.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their

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 Owner.

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 Owner 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.

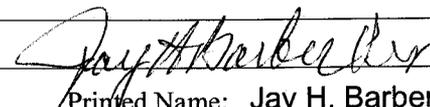
S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall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

DATED this 5th day of April, 2016.

Bidder's Status: (X) Illinois Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: Superior Paving, Inc.

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent:   
Printed Name: Jay H. Barber

(corporate seal) (if corporation) Title/Position: President

Bidder's Business Address: 185 S. Route 12 PO Box 98  
Fox Lake, IL 60020

Bidder's Business Telephone: 847-587-1292 Facsimile: 847-587-1380

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

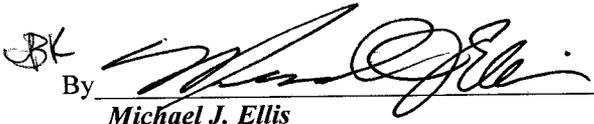
| NAME          | TITLE          | ADDRESS                |
|---------------|----------------|------------------------|
| Jay H. Barber | President      | 35423 Christmas Island |
| Jay H. Barber | Vice-President | Ingleside, IL 60041    |
|               |                |                        |
|               |                |                        |

**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 5th day of April, **2016**.

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



**\*\*RETURN WITH BID\*\***

**PROPOSAL**

**SCHEDULE OF PRICES**

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

| <b>ITEM NO.</b> | <b>UNIT PRICE ITEMS</b>          | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>EXTENSION</b> |
|-----------------|----------------------------------|-------------|-----------------|-------------------|------------------|
| 1               | Crack Seal / Seal Coat           | SY          | 31,900          | \$ 1.00           | \$ 31900.00      |
| 2               | Pavement Marking Yellow - 4"     | LF          | 1,610           | \$ 0.26           | \$ 418.60        |
| 3               | Pavement Marking White - 4"      | LF          | 5,666           | \$ 0.21           | \$ 1189.86       |
| 4               | Pavement Marking White - 6"      | LF          | 68              | \$ 0.45           | \$ 30.60         |
| 5               | Pavement Marking White - 12"     | LF          | 80              | \$ 1.00           | \$ 80.00         |
| 6               | Pavement Marking White - 24"     | LF          | 17              | \$ 3.00           | \$ 51.00         |
| 7               | Pavement Marking White - Symbols | SF          | 100             | \$ 50.00          | \$ 500.00        |

**TOTAL CONTRACT PRICE:**

**\$34170.06**

**(in figures)**

**\$thirty four thousand one hundred seventy dollars and six cents**

**(in writing)**

## 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 / START DATE

Contractor shall perform the Work between May 15, 2016 and October 1, 2016.

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 villages of Volo and Grayslake.

### IV. CRACK SEAL / SEAL COAT

The Work performed under this pay item shall consist of cleaning existing cracks (greater than 1/4") and placing a hot-poured joint sealer (Crack Seal) and of cleaning and preparing applicable surface area and applying a single course bituminous surface treatment (Seal Coat) at various locations designated by the Village Representative.

The Village Representative reserve 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 Crack Seal 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 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.

## ATTACHMENT A

The Contractor shall supply necessary notification barricades and signage at the start, end, and connections of all bike paths and 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**

Emulsified coal tar pitch pavement sealer, Brewer Cote or equal, shall conform to the following requirements:

1. Federal specifications RP-355e
2. The tar pitch 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.
3. The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size particles in suspension. Only ball clays will be acceptable.
4. The contractor will provide a certification with each emulsion delivery, indicating compliance with above requirements.
5. 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:

1. 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 Bituminous 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.

## **ATTACHMENT A**

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 CRACK SEAL / SEAL COAT.

### **V. PAVEMENT MARKING**

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

This Work will be paid for at the Contract Unit Price per Linear Foot or Square 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 Contractor.

### **VIII. PAYMENT**

Each request for payment of the Contract Price shall be itemized so as to indicate the

## ATTACHMENT A

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 CRACK SEAL / SEAL COAT and PAVEMENT MARKING as specified in the Schedule of Prices.

### IX. SCHEDULE OF QUANTITIES

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

| UNIT PRICE ITEM                  | UNIT | VOLO  | GRAYSLAKE | TOTAL  |
|----------------------------------|------|-------|-----------|--------|
| Crack Seal / Seal Coat           | SY   | 8,400 | 23,500    | 31,900 |
| Pavement Marking Yellow - 4"     | LF   | 240   | 1,370     | 1,610  |
| Pavement Marking White - 4"      | LF   | 2,210 | 3,456     | 5,666  |
| Pavement Marking White - 6"      | LF   | 60    | 0         | 68     |
| Pavement Marking White - 12"     | LF   | 80    | 0         | 80     |
| Pavement Marking White - 24"     | LF   | 17    | 0         | 17     |
| Pavement Marking White - Symbols | SF   | 64    | 36        | 100    |



**C. LIMITS OF INSURANCE**

The most we will pay for "loss" under this section VIII. VOLUNTARY PROPERTY DAMAGE, is \$5,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" is an annual policy aggregate limit of \$10,000.

These limits do not increase the General Aggregate Limit shown in the Declarations.

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. This is in addition to any other deductible provision applicable to Coverage A.

**D. CONDITIONS**

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS:

In the event of "loss" covered by this section, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**IX. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**

This coverage modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

**A. WHO IS AN INSURED (SECTION II)** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person or organization.

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

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**X. ADDITIONAL INSURED - AUTOMATIC STATUS BY CONTRACT, AGREEMENT OR PERMIT**

This coverage modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

**A. WHO IS AN INSURED (SECTION II)** is amended to include as an additional insured any person,

organization, state or political subdivision when you and such person, organization, state or political subdivision have agreed because of a written contract, written agreement or permit that such person, organization, state or political subdivision be added as an additional insured on your policy. Such person, organization, state, or political subdivision is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations; or
2. In connection with your ownership, maintenance or use of premises owned or used by you.

A person's, organization's, state's or political subdivision's status as an additional insured ends when your operations for that additional insured or for which the state or political subdivision has issued a permit, are completed.

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

**2. EXCLUSIONS**

This insurance does not apply to:

a. "Bodily injury", "property damage", or "personal and advertising injury" that occurs prior to the execution of the written contract or written agreement or prior to the issuance of the permit.

b. "Bodily injury", "property damage", or "personal and advertising injury" resulting from the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

c. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



**VILLAGE OF VOLO  
VILLAGE OF GRAYSLAKE**

**CONTRACT FOR**

**2016 BIKE PATH & PARKING LOT MAINTENANCE**

**BIDDER'S PROPOSAL**

Full Name of Bidder Superior Paving Inc. ("Bidder")

Principal Office Address 185 S. Route 12 PO Box 98, Fox Lake, IL 60020

Local Office Address \_\_\_\_\_

Contact Person Bob Mill Telephone 847-587-1292

TO: Village of Volo  
500 S Fish Lake Rd  
Volo, IL 60073

Village of Grayslake ("Owners")  
10 S Seymour Ave  
Grayslake, IL 60030

Attention: Michael J. May

Attention: Michael J. Ellis

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 0 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").**

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

**1. Work Proposal**

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

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

- B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

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

**SCHEDULE OF PRICES**

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

| <b>ITEM NO.</b> | <b>UNIT PRICE ITEMS</b>          | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>EXTENSION</b> |
|-----------------|----------------------------------|-------------|-----------------|-------------------|------------------|
| 1               | Crack Seal / Seal Coat           | SY          | 31,900          | \$ 1.00           | \$ 31900.00      |
| 2               | Pavement Marking Yellow - 4"     | LF          | 1,610           | \$ 0.26           | \$ 418.60        |
| 3               | Pavement Marking White - 4"      | LF          | 5,666           | \$ 0.21           | \$ 1189.86       |
| 4               | Pavement Marking White - 6"      | LF          | 68              | \$ 0.45           | \$ 30.60         |
| 5               | Pavement Marking White - 12"     | LF          | 80              | \$ 1.00           | \$ 80.00         |
| 6               | Pavement Marking White - 24"     | LF          | 17              | \$ 3.00           | \$ 51.00         |
| 7               | Pavement Marking White - Symbols | SF          | 100             | \$ 50.00          | \$ 500.00        |

**TOTAL CONTRACT PRICE:**

**\$34170.06**

(in figures)

**\$thirty four thousand one hundred seventy dollars and six cents**

(in writing)

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

3. **Contract Time Proposal**

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

4. **Firm Proposal**

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

5. **Bidder Representations**

- A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.
- D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of ~~ThreeThousandFourHundredSeventeen~~ dollars (\$ 3,417.00 ), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

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

9. **Owner's Rights**

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

10. **Bidder's Obligations**

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

**\*\*RETURN WITH BID\*\***

**PROPOSAL**

DATED this 17<sup>th</sup> day of February, 2016.

Attest/Witness:

Superior Paving Inc  
Bidder

By: Deborah Ferguson

By: Jay Barber

Title: Office Administrator

Title: President

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

**VILLAGE OF VOLO  
VILLAGE OF GRAYSLAKE**

**CONTRACT FOR**

**2016 BIKE PATH & PARKING LOT MAINTENANCE**

**BIDDER'S SWORN ACKNOWLEDGEMENT**

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

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

**COMPLETE APPLICABLE SECTION ONLY**

1. **Corporation**

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

The officers of the corporation are as follows:

| <b><u>TITLE</u></b> | <b><u>NAME</u></b>   | <b><u>ADDRESS</u></b>         |
|---------------------|----------------------|-------------------------------|
| President           | <u>Jay H. Barber</u> | <u>35423 Christmas Island</u> |
| Vice President      | <u>Jay H. Barber</u> | <u>Ingleside, IL 60041</u>    |
| Secretary           | <u>Jay H. Barber</u> | _____                         |
| Treasurer           | <u>Jay H. Barber</u> | _____                         |

2. **Partnership**

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

The general partners of the partnership are as follows:

| <b><u>NAME</u></b> | <b><u>ADDRESS</u></b> |
|--------------------|-----------------------|
| _____              | _____                 |
| _____              | _____                 |
| _____              | _____                 |
| _____              | _____                 |
| _____              | _____                 |

3. **Individual**

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

4. **Joint Venture**

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

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

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

**\*\*RETURN WITH BID\*\***

**ACKNOWLEDGEMENT**

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

DATED this 17 day of February, 2016.

Attest/Witness:

Superior Paving Inc  
Bidder

By: Deborah Ferrigan

By: Jaytt Baubeker

Title: Office Administrator

Title: President

Subscribed and Sworn to  
before me this 17 day  
of February, 2016.

My Commission Expires: 4-21-16

Deborah A. Ferrigan  
Notary Public

[SEAL]



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

**VILLAGE OF VOLO  
VILLAGE OF GRAYSLAKE**

**CONTRACT FOR**

**2016 BIKE PATH & PARKING LOT MAINTENANCE**

**BIDDER'S SWORN WORK HISTORY STATEMENT**

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

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

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

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

1. **Nature of Business**

State the nature of Bidder's business: Asphalt Paving

2. **Composition of Work**

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

|                          |                              |                             |
|--------------------------|------------------------------|-----------------------------|
| <u>    </u> % Federal    | <u>60</u> % As Contractor    | <u>60</u> % Bidder's Forces |
| <u>40</u> % Other Public | <u>40</u> % As Subcontractor | <u>10</u> % Subcontractors  |
| <u>60</u> % Private      |                              | <u>30</u> % Materials       |

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 34 years

**4. Predecessor Organizations**

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

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

**5. Business Licenses**

List all business licenses currently held by Bidder:

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

**6. Related Experience**

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

|                  | <u>PROJECT ONE</u>           | <u>PROJECT TWO</u>                       | <u>PROJECT THREE</u>                 |
|------------------|------------------------------|------------------------------------------|--------------------------------------|
| Owner Name       | Village of Fox Lake          | IAOT                                     | Lindenhurst Park Dist                |
| Owner Address    | 66 Miller Dr<br>Fox Lake     | _____                                    | 2200 E Grass Lake Rd<br>Lindenhurst  |
| Reference        | Mac Johnston                 | Mike Wolf                                | Tom Lippert                          |
| Telephone Number | 815-467-4600                 | _____                                    | 847-356-6011                         |
| Type of Work     | Paving of<br>Lot/Water Tower | Installation of<br>patch in hike<br>path | Extension of<br>hike/pedestrian path |

**\*\*RETURN WITH BID\*\***

**WORK HISTORY**

|                                                  | <u>PROJECT ONE</u>            | <u>PROJECT TWO</u>            | <u>PROJECT THREE</u>        |
|--------------------------------------------------|-------------------------------|-------------------------------|-----------------------------|
| Contractor<br>(If Bidder was)<br>(Subcontractor) | <u>WF Johnston Cont.</u>      | <u>Lk City Grading</u>        | _____                       |
|                                                  | <u>109 Industrial Dr</u>      | <u>PO BOX 6</u>               | _____                       |
|                                                  | <u>Minoaka, IL</u>            | <u>Libertyville</u>           | _____                       |
| Amount of Contract                               | <u>\$31,200.<sup>00</sup></u> | <u>\$12,500.<sup>00</sup></u> | <u>12,800.<sup>00</sup></u> |
| Date Completed                                   | <u>10-27-15</u>               | <u>7-21-15</u>                | <u>10-31-14</u>             |

DATED this 17 day of February, 2016.

Attest/Witness: Superior Paving Inc  
Bidder

By: Deborah Ferrigan  
Title: Office Administrator

By: Jaytt Barber  
Title: President

Subscribed and Sworn to  
before me this 17 day  
of February, 2016.

My Commission Expires: 4-21-16

Deborah A. Ferrigan  
Notary Public

[SEAL]



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

**SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2012 or latest 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 / START DATE**

Contractor shall perform the Work between May 15, 2016 and October 1, 2016.

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 villages of Volo and Grayslake.

**IV. CRACK SEAL / SEAL COAT**

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 bituminous surface treatment (Seal Coat) at various locations designated by the Village Representative.

The Village Representative reserve 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 Crack Seal 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 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.

## ATTACHMENT A

The Contractor shall supply necessary notification barricades and signage at the start, end, and connections of all bike paths and 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**

Emulsified coal tar pitch pavement sealer, Brewer Cote or equal, shall conform to the following requirements:

1. Federal specifications RP-355e
2. The tar pitch 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.
3. The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size particles in suspension. Only ball clays will be acceptable.
4. The contractor will provide a certification with each emulsion delivery, indicating compliance with above requirements.
5. 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:

1. 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 Bituminous 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.

## ATTACHMENT A

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 CRACK SEAL / SEAL COAT.

### V. PAVEMENT MARKING

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

This Work will be paid for at the Contract Unit Price per Linear Foot or Square 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 Contractor.

### VIII. PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the

## ATTACHMENT A

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 CRACK SEAL / SEAL COAT and PAVEMENT MARKING as specified in the Schedule of Prices.

### IX. SCHEDULE OF QUANTITIES

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

| UNIT PRICE ITEM                  | UNIT | VOLO  | GRAYSLAKE | TOTAL  |
|----------------------------------|------|-------|-----------|--------|
| Crack Seal / Seal Coat           | SY   | 8,400 | 23,500    | 31,900 |
| Pavement Marking Yellow - 4"     | LF   | 240   | 1,370     | 1,610  |
| Pavement Marking White - 4"      | LF   | 2,210 | 3,456     | 5,666  |
| Pavement Marking White - 6"      | LF   | 60    | 0         | 68     |
| Pavement Marking White - 12"     | LF   | 80    | 0         | 80     |
| Pavement Marking White - 24"     | LF   | 17    | 0         | 17     |
| Pavement Marking White - Symbols | SF   | 64    | 36        | 100    |

**Villages of Volo and Grayslake  
2016 Bike Path & Parking Lot Maintenance Bid Tabulation**

| Bidder      | Base Bid (as read) | Base Bid (corrected) |
|-------------|--------------------|----------------------|
| Patriot     | 39,665.72          |                      |
| Microgoland | 8,928.40           |                      |
| Superior    | 34,170.06          |                      |
|             |                    |                      |
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One Newark Center, 20th Flr. Newark, New Jersey 07102-5207 1(800) 333-4167 / (973) 624-7200 [WWW.IFIC.COM](http://WWW.IFIC.COM)

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned, Superior Paving, Inc., 185 S Route 12, PO Box 98, Fox Lake, IL 60020 as Principal, and **THE ALLEGHENY CASUALTY COMPANY**, a corporation of the State of Pennsylvania, as Surety, are hereby held and firmly bound unto Village of Volo/Village of Grayslake - Volo Village Hall, 500 S Fish Lake Rd., Volo, IL 60073 in the penal sum of Ten Percent of Amount Bid (\$ 10% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 18th day of February, 2016

The condition of the above obligation is such that whereas the Principal has submitted to Village of Volo/Village of Grayslake - Volo Village Hall, 500 S Fish Lake Rd., Volo, IL 60073 a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Bike Path and Parking Lot Maintenance

**NOW, THEREFORE,**

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

**THEN, THIS OBLIGATION SHALL BE VOID**, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of: Superior Paving, Inc.

ATTEST: Deborah A. Penigou [Signature]  
Principal

ATTEST: [Signature]  
**ALLEGHENY CASUALTY COMPANY**  
By: [Signature]  
Jaclyn Kopecky Attorney-In-Fact

Bid Bond Date February 18, 2016

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

NANCY MARKL, RANDY MARGISON, MARY BOWMAN, JACLYN KOPECKY

Vernon Hills, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of February, 2016

MARIA BRANCO, Assistant Secretary



# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

The Ohio Casualty  
Insurance Company  
62 Maple Avenue  
Keene, NH 03431

**OWNER:**

*(Name, legal status and address)*

Village of Volo / Village of Grayslake  
500 S. Fish Lake Road  
Volo, IL 60073

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

**PROJECT:**

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

Bike Path & Parking Lot Maintenance

**ADDITIONS AND DELETIONS:**

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

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

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

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

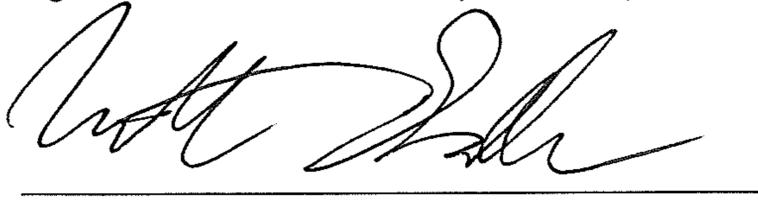
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

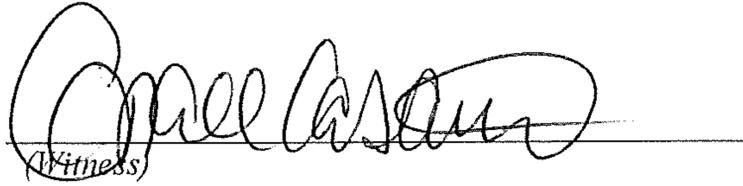
Init.

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of February, 2016



(Witness)

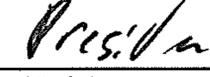


(Witness)

Patriot Pavement Maintenance

(Contractor as Principal)

(Seal)

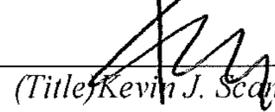


(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)



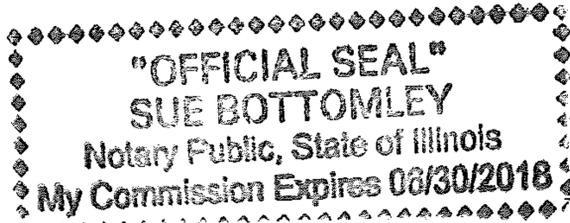
(Title) Kevin J. Scanlon, Attorney-in-fact

STATE OF Illinois

SS.:

COUNTY OF Will

On this 18th day of February 2016, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



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

Bond-3768-A

My commission expires 06/30/2018

Surety  
Company  
Acknowledgment

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7073270

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

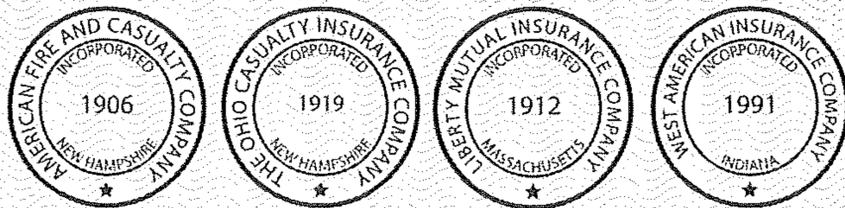
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gary A. Eaton; Kevin J. Scanlon; R. L. McWethy; Rob W. Kegley Jr

all of the city of New Lenox, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of July, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 29th day of July, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

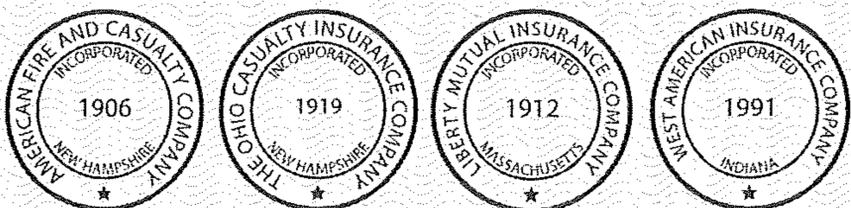
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.