

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2011-0419

Multi Year: ☒

Amount \$235,000.00

Contract Type: Services

Contractor's Name: Onyx Sealcoating, Inc

Contractor's AKA:

Execution Date: 8/16/2011

Termination Date: 12/31/2013

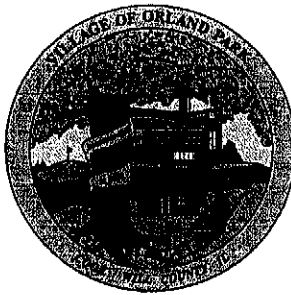
Renewal Date: 12/31/2011

Department: Parks & Building Maintenance

Originating Person: Frank Stec/Tom Martin

Contract Description: Sealcoat, Painting & Crack Filling - Parks & PW 2011-13

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

August 29, 2011

Mr. Robert Botthof
Onyx Sealcoating Inc
15113 S. Kilbourn Avenue
Midlothian, Illinois 60445

RE: NOTICE TO PROCEED
Sealcoat, Paint & Crack Fill

Dear Mr. Botthof:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of August 24, 2011.

Please contact Frank Stec at 708-403-6139 or Tom Martin at 708-403-6103 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Per the Prevailing Wage Act, please include certified payroll records with your pay requests. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated August 16, 2011 in an amount not to exceed contracted unit prices. The WORK assigned per fiscal year will be based on the Board of Trustee approved budgeted amounts. If you have any questions, please call me at 708-403-6173.

Sincerely,

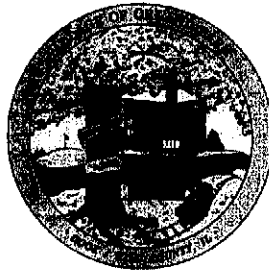

Denise Domalewski
Contract Administrator

Encl:

cc: Frank Stec
Tom Martin
Ed Wilmes

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
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VILLAGE HALL

TRUSTEES
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August 16, 2011

Mr. Robert Botthof
Onyx Sealcoating Inc.
15113 S. Kilbourn Avenue
Midlothian, Illinois 60445

NOTICE OF AWARD – Sealcoat, Paint & Crack Fill 2011

Dear Mr. Botthof:

This notification is to inform you that on August 15, 2011, the Village of Orland Park Board of Trustees approved awarding Onyx Sealcoating Inc. the contract in accordance with the bid you submitted dated June 7, 2011, for Sealcoat, Paint & Crack Fill for an amount not to exceed Board approved budgeted dollars based on per unit pricing.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 30, 2011.

1. I am attaching the Contract for Sealcoat, Paint & Crack Fill. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.
3. Please sign the attached Prevailing Wage Certification and return with the signed contract. A requirement of the Prevailing Wage Act is that you provide us with certified payroll records for the period covered by your services. Please include these records with your invoices.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski 
Contract Administrator

cc: Frank Stec
Ed Wilmes
Tom Martin

**VILLAGE OF ORLAND PARK
SEALCOAT, PAINTING & CRACK FILLING
(Contract for Services)**

This Contract is made this **16th day of August, 2011** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Onyx Sealcoating Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- The Invitation to Bid
- The Instructions to the Bidders

The Bid Proposal as it is responsive to the VILLAGE'S bid requirements

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Sealcoat, Painting and Crack Filling/Sealing for the Department of Parks and Building Maintenance and the Public Works Department. The Public Works Department requires crack filling of public roadways only.

1. **Sealcoat:** Entire area shall be swept free of dirt and loose gravel. Area must be dry and free from any moisture. SealMaster Sealant as per manufacture specifications and or equal.
2. **Painting:** White and/or Yellow Traffic paint shall be used. SealMaster Fast-Dry HD Traffic Paint as per manufacture specifications and or equal.

3. **Crack Filling:** All cracks shall be routed ½" wide and ½" deep. Routed cracks must be filled with A.S.P. MD3405 WR Meadows HI Spec crack filler. Cracks shall then be covered with sand to prevent tracking. SealMaster Acrylic Crack Sealant as per manufacture specifications and or equal.
4. **Crack Filling/Sealing of Public Roadways and previously repaired pavement areas** shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC"), the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways". On previously repaired areas (patches) the entire perimeter of the patched area shall be routed and filled with sealant. Cracks will be treated with an Acrylic Crack Sealant to prevent any tracking and will be done in accordance with manufacturer's specifications. Contractors will be responsible for any and all clean-up work resulting from inadequate tracking prevention as determined by the Public Works Department. Tracking of crack filling material will not be allowed. Informational signage will be placed in work areas advising residents and motorists of work being performed each day. Placement shall be at the beginning, midpoint and end of the work zone. Public Works shall advise/direct where signage is to be placed and or located. At the end of each work day Public Works may direct Contractor to move information signs to new location (next day work area). An area for daily storage of equipment shall be provided at the Public Works Facility (15655 Ravinia Ave.). Equipment shall be stored in an area directed by the Public Works Department. Equipment stored shall be in good working condition free of leaks. Contactor shall be responsible for any clean-up or damage to storage areas resulting from material spills and equipment failures.

(hereinafter referred to as the "WORK") as further described in the VILLAGE'S Project Manual and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services :

UNIT PRICING:

Sealcoat, Painting and Crack Filling - Unit Pricing Project Name

Item #		SINGLE LINE 2011	SINGLE LINE 2012	SINGLE LINE 2013
	RESTRIPE:			
1.	1- 100 Car Stalls	\$ 1.50	\$ 1.75	\$ 1.95
2.	101- 200 Car Stalls	\$ 1.50	\$ 1.75	\$ 1.95
3.	201 + Car Stalls	\$ 1.50	\$ 1.75	\$ 1.95
4.	Handicap(Bluebox/symbol/ Hashing)	\$ 20.00	\$ 20.00	\$ 20.00
5.	Handicap (Symbol/ Hashing) 3/8 inch Handicap Stencil - International Standard	\$ 15.00	\$ 15.00	\$ 15.00
6.	Numbers or Letters (per character) 5"	\$.75	\$.85	\$ 1.00
7.	Arrows 20"	\$ 10.00	\$ 10.00	\$ 10.00
8.	4 inch lines per linear foot	\$.15	\$.17	\$.19
9.	Curb painting (yellow) foot	\$.30	\$.35	\$.40
10.	Bumper blocks	\$ 5.00	\$ 5.00	\$ 7.00
11.	Stop lines (2ft X 15ft)	\$ 10.00	\$ 12.00	\$ 12.00
	SEALCOAT & CRACK FILLING/SEALING:			
12.	Hot Crack Filling (linear foot)	\$.35	\$.35	\$.35
13.	Sealcoating (sq foot)	\$.05	\$.05	\$.05
14.	Hot Crack Filling/Sealing public roadways - Public Works Department (Linear Foot)	\$.35	\$.35	\$.35

The Village will determine quantities based on the above unit pricing and Board approved budgeted dollars for the year.

Fiscal Year 2011:	Public Works	\$ 75,000.00
	Parks	\$ 60,000.00
	Metra Lots	\$100,000.00

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon a receipt of a Notice to Proceed and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK or December 31, 2011, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The Village has the option to renew for two (2) additional one (1) year terms (fiscal years 2012 and 2013) based on Board approved budgeted dollars. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the

individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

Not less than the Prevailing Rate of Wages as found by the Village of Orland Park or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. CONTRACTOR must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Village Clerk. CONTRACTOR shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. CONTRACTOR is required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Robert Botthof, President
Onyx Sealcoating Inc.
15113 S. Kilbourn Ave.
Midlothian, IL 60445
Telephone: 708 687-6699
Facsimile: 708-687-6699
e-mail: bob@onyxsealcoating.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The

CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: ~~THE VILLAGE~~
By: 
Print Name: Paul G. Grimes
Village Manager

Its: Village Manager

Date: 8/25/11

FOR: THE CONTRACTOR
By: 
Print Name: Robert Botthof

Its: President

Date: 8-22-11

BIDDER SUMMARY SHEET

Sealcoat, Painting and Crack Filling – Unit Pricing
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Onyx Sealcoating Inc.

Address: 15113 S. Kilbourn Ave

City, State, Zip Code: Midlothian IL 60445

Contact Person: Robert Botthof

FEIN #: [REDACTED]

Phone: (708) 687-6699 Fax: (708) 687-8114

E-mail Address: bob@onyxsealcoating.com

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

UNIT PRICE SUMMARY SHEET

Sealcoat, Painting and Crack Filling - Unit Pricing
Project Name

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4.	Handicap(Bluebox/symbol/ Hashing)	\$ 20.00	\$ 20.00	\$ 20.00
5.	Handicap (Symbol/ Hashing) 3/8 inch Handicap Stencil - International Standard	\$ 15.00	\$ 15.00	\$ 15.00
6.	Numbers or Letters (per character) 5"	\$.75	\$.85	\$ 1.00
7.	Arrows 20"	\$ 10.00	\$ 10.00	\$ 10.00
8.	4 inch lines per linear foot	\$.15	\$.17	\$.19
9.	Curb painting (yellow) foot	\$.30	\$.35	\$.40
10.	Bumper blocks	\$ 5.00	\$ 5.00	\$ 7.00
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	SEALCOAT & CRACK FILLING/SEALING:			
12.	Hot Crack Filling (linear foot)	\$.35	\$.35	\$.35
13.	Sealcoating (sq foot)	\$.05	\$.05	\$.05
14.	Hot Crack Filling/Sealing public roadways - Public Works Department (Linear Foot)	\$.35	\$.35	\$.35

Firm Name: Onyx Sealcoating Inc.
 Signature of Authorized Signee: [Signature]
 Title: President Date: 6-7-11

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.
 (NOTE: At least 60 days should be allowed for evaluation and approval.)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

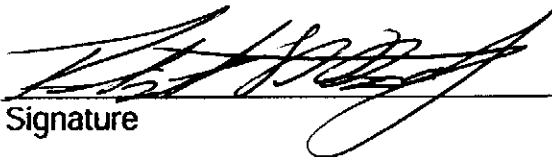
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Onyx Sealcoating Inc (Corporate Seal)
Business Name

 Robert Botthof
Signature Print or type name

President 6-7-11
Title Date

Robert Botthof President

15113 S. Kilbourn Ave
Midlothian, IL 60445

Incorporated 3-16-04

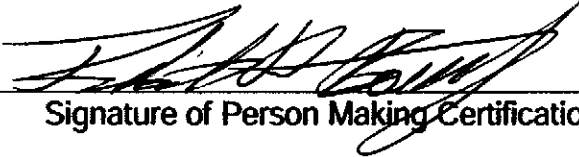
Is in good standing to do business in Illinois

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Robert Botthof, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Onyx Sealcoating Inc, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 7 Day
of June, 2011.

Janice Sharpe
Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Robert Botthof, having submitted a bid for Onyx Sealcoating (Name of Contractor) for Sealcoat, Painting & Crack Filling (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before
me this 7 day of June, 2011.

[Signature]
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

WITNESS _____

DATE: _____

TAX CERTIFICATION

I, Robert Botthof, having been first duly sworn depose and state as follows:

I, Robert Botthof, am the duly authorized agent for Onyx Sealcoating Inc, which has submitted a bid to the Village of Orland Park for

Sealcoat, Painting & Crackfilling and I hereby certify
(Name of Project)

that Onyx Sealcoating Inc is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]

Title: President

Subscribed and Sworn to
Before me this 7
Day of June, 2011



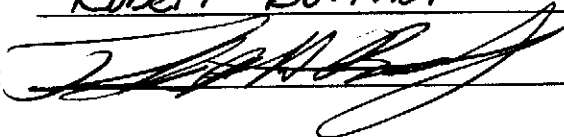
REFERENCES

(Please type)

ORGANIZATION Village of Orland Park
ADDRESS 14650 Ravinia Ave
CITY, STATE, ZIP Orland Park, IL 60462
PHONE NUMBER 708-403-7275
CONTACT PERSON Frank Stec
DATE OF PROJECT 2008, 2009, 2010 Sealcoat, Crackfill, Stripe

ORGANIZATION Walgreen Company
ADDRESS 1435 Lake Cook Road
CITY, STATE, ZIP Deerfield, IL 60015
PHONE NUMBER 847-315-3729
CONTACT PERSON Bill Lewis
DATE OF PROJECT 2010 Sealcoat, Crackfill, Stripe Various Stores

ORGANIZATION Winthrop Management
ADDRESS 550 Warrenville Rd
CITY, STATE, ZIP Lisle, IL 60532
PHONE NUMBER 847-691-8285
CONTACT PERSON Jorge Diaz
DATE OF PROJECT 9-7-2010

Bidder's Name: Robert Botthof
Signature & Date:  6-7-11

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

coverage's insurance policies providing the coverage's required of the Contractor, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insured's on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insured's in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage's and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 7 DAY OF June, 2011

Signature

Authorized to execute agreements for:

Robert Botthof President
Printed Name & Title

Onyx Sealcoating Inc.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2011

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

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

PRODUCER Hicks Insurance 19144 S 88th Ave Mokena IL 60448		CONTACT NAME: Kimberly Wilp PHONE (A/C No. Ext): (708) 532-7474 FAX (A/C, No): (708) 532-7677 E-MAIL ADDRESS: kim@hicksinsurance.com PRODUCER CUSTOMER ID#: 00082255	
INSURED ONYX SEAL COATING INC 15113 KILBOURNE AVE MIDLOTHIAN IL 60445		INSURER(S) AFFORDING COVERAGE INSURER A: Acuity NAIC # 14184 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1171801178

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		K57728	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC					
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ 19		K57728	3/1/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI split \$ 1,000,000 Medical payments \$ 5,000
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$		K57728	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	K57728	3/1/2011	3/1/2012	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Additional Insured on a primary non-contributory basis as respects General Liability - Waiver of Subrogation as respects General Liability - The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

Michael Cardilli/KIM

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

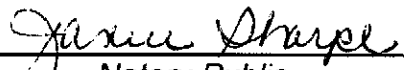
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By:


(Authorized Officer)

Subscribed and Sworn to
before me this 22 day
of Aug, 2011


Notary Public

