AGREEMENT FOR SEALCOATING & STRIPING THE CENTER & NORTH SECTIONS OF THE ARROWHEAD GOLF COURSE PARKING LOT

This Agreement is for sealcoating & striping the Center & North sections of the Wheaton Park Districts Arrowhead parking lot (the "Agreement"), made this 19th day of October, 2023 by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Sur Seal, an Illinois company (the "Contractor"), with its principal place of business at P.O. Box 805, Lombard, IL 60148 collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor and materials required to complete the following work at the Arrowhead Golf Course, 26W151 Butterfield Rd., Wheaton, IL 60189:

- Clean cracks of debris and plant material.
- Fill cracks with hot rubberized asphalt emulsion.
- Clean areas to be seal coated with blowers and steel brooms.
- Apply polymer modified Masterseal seal coat.
- Re-stripe parking lot with traffic paint as per the existing layout with an airless sprayer.

The Contractor is responsible for taking their own measurements onsite.

The "Work" is as indicated in Contractor's two Quotes dated, October 18th, 2023, attached to and incorporated as part of this Agreement as **Exhibit A** (the "Contractor's Proposals").

2. Term

The term of this Agreement shall be to commence the week of October 23rd, 2023, and expire on October 31st, 2023 (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

3. Performance of Work

Contractor agrees to perform in a good and workmanlike manner and to the best of Contractor's ability, experience, and talents, in accordance with generally accepted practices in the Greater Chicago area, all of the duties that are described in Contractor's Proposal or as otherwise required by the express and implicit terms of this Agreement, to the satisfaction of the Park District. Contractor's duties may be specified and modified from time to time by the Park District in writing.

The Park District reserves the right to evaluate Contractor's performance of the Work, its employees, and agents and, in the event such Work or performance are not in conformity with the requirements of this Agreement, as determined by the Park District, the Park District shall have the option to terminate this Agreement in accordance with Section 8 of this Agreement. Should the Park District reasonably determine that the performance of an employee or contractor of Contractor is inadequate or that said employee's or contractor's continued presence is in any way inconsistent with the policies and practices of the Park District, Contractor shall remove or reassign said employee or contractor immediately upon receipt of notice from the Park District.

Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

4. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement for the Term of this Agreement as follows: **$7,675** as per the contractor's included quote as **Exhibit A**.

5. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of an invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

6. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

7. Safety of Persons and Property

A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees engaged in the Work and other persons who may be affected thereby; and
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors.

B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

8. Termination

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued the same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor. Failure of Contractor to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District.

In the event the Park District terminates this Contract in accordance with this Section 8(b)(i), the Park District may enter into an agreement with another Contractor or Contractors to provide the Work. In such event, Contractor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Work from the substitute Contractor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees plus.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit or creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then the Park District may, without prejudice to any other right or remedy, immediately terminate the retention of Contractor and/or finish or cause to be finished the Contractor's Work required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default, such excess shall be paid to Contractor. If such expense plus the Park District's losses and damages shall exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination, including but not limited to the Park District's right to collect sums due from Contractor under this Agreement and remedies for breach of this Agreement and Contractor's obligations to make such payments and compensate Park District for such breach.

9. Insurance

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit B**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

10. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit B.**

11. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

12. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit C** to this Agreement.

13. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this

Agreement is important and material to the business and success of the Park District and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

14. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

15. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

16. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

17. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

18. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith

prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:	Wheaton Park District 102 E. Wesley Street Wheaton, IL 60187 (Fax) 630-665-5880 Attention: Executive Director
If to Licensee:	Sur-Seal P.O. Box 805 Lombard, IL 60148 Attention: Rory Kraber

19. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

20. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

21. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

By: _____ 10-23-23

Attest:

By: _____

CONTRACTOR

By: _____

Attest:

By: Adriana Kraber

Exhibit A Center Section

SUR – SEAL PARKING LOT MAINTENANCE

SEALCOATING-ASPHALT-CONCRETE-BRICK-SNOW REMOVAL

PHONE: 630-629-8400 EMAIL: INFO@SUR-SEALCOMPANY.COM

---------- VISIT-US-@-WWW.SUR-SEALCOMPANY.COM- ----------

Note: This proposal may be withdrawn by Sur-Seal if not accepted within 30 days

Proposal # 230101899421	**Date: 10-18-2023**
Proposal Submitted to: BRIAN MORROW	**Location: ARROWHEAD GOLF COURSE**
Name: WHEATON PARK DISTRICT	**Street:**
Street: 1000 MANCHESTER RD	**City:**
City: WHEATON IL 60187	**Phone:**
Phone: 630-510-4975	**Location Contact:**

We have inspected the area and submit the following proposal:

2023 CRACKFILL, SEALCOAT AND RESTRIPE AT ARROWHEAD (NORTHWEST CENTER SECTION)

CRACKFILL:	LARGER CRACKS ARE TO BE CLEANED AND CLEARED OF ALL LOOSE STONES, DIRT AND DEBRIS. A HOT RUBBERIZED ASPHALT EMULSION WITH FLEXIBILITY DESIGNED FOR FILLING PAVEMENT CRACKS WILL BE POURED TO A LEVEL OF PAVEMENT, NOT TO BE DISPLACED BY SNOWPLOWS OR OTHER MEANS.
SEALCOATING:	THOROUGHLY CLEAN SPECIFIED AREA REMOVING ALL LOOSE STONES, DIRT AND DEBRIS USING STEEL BROOMS AND POWERED BLOWERS IN ORDER TO ACHIEVE A COHESIVE BOND BETWEEN EMULSION AND ASPHALT PAVEMENT. ALL CONCRETE IS TO BE EDGED USING 6" SOFT-HAIRED BROOMS, KEEPING THE PROPERTY CLEAN AT ALL TIMES. POLYMER MODIFIED MASTER SEAL IS TO BE APPLIED CONTAINING AGGREGATE (BLACK BEAUTY) AND POLYMER ADDITIVES. OUR ADDITIVES IMPROVES SURFACE TOUGHNESS, IMPROVES CHEMICAL RESISTANCE, REDUCES POWER STEERING MARKS AND DREIS FASTER AND BLACKER. SEALED AREA IS TO BE ROPED OFF, FREE FROM ALL FOOT/VEHICLE TRAFFIC UNTIL THE MATERIAL HAS COMPLETELY CURED, APPROX. 24 HOURS.
RESTRIPING:	USING A LEAD-FREE, FAST DRY TRAFFIC PAINT WITH AN AIRLESS SPRAY (NO SHADOW CAST) REMARK PAVEMENT PER EXISTING LAYOUT.

TOTAL COST FOR ALL MATERIAL AND LABOR.....$3,837.50

*****THIS PROPOSAL INCLUDES CLEANING, WEED REMOVAL, CRACKFILL MAJOR CRACKS UP TO 2000 LN FT (OR APPROX 5 BOXES), SEALCOATING WITH TWO COATS OR EQUIVALENT OF A COMMERCIAL GRADE PMM ASPHALT BASED SEALER / COAL TAR MIXTURE AND RESTRIPE PER EXISTING LAYOUT**

I, the undersigned, acknowledge and agree to the following: It is the sole responsibility of the property owner/manager to remove all vehicles from the area to be worked on as well as any excess debris and foreign objects prior to contracted start date, and all delays will be charged accordingly. Deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. In addition, the owner/manager of said property will be responsible for acquiring any/all applicable permits. Sur-Seal cannot and will not be held liable if freshly sealed pavement is disturbed by vehicle traffic, foot traffic, etc., during the initial 24-hour cure period, unless otherwise specified by Sur-Seal. Payment is due upon completion of work. If payment is not received upon completion, a finance charge of 5% will be charged per month on accounts 30 days past invoice date. The owner/manager of said property is also responsible for any and all fees, both administrative and legal, which may be incurred due to collection.

ACCEPTANCE OF PROPOSAL: The above price(s) are satisfactory and are hereby accepted. Sur-Seal is authorized to do the above outlined work as stated. Payment will be made at completion of work.

Signature_____ Authorized Signature_____

Date_____ ***PAYMENT IS DUE UPON COMPLETION OF WORK

Exhibit A North Section

SUR – SEAL PARKING LOT MAINTENANCE

SEALCOATING-ASPHALT-CONCRETE-BRICK-SNOW REMOVAL

PHONE: 630-629-8400 EMAIL: INFO@SUR-SEALCOMPANY.COM

----------VISIT-US-@-WWW.SUR-SEALCOMPANY.COM----------

Note: This proposal may be withdrawn by Sur-Seal if not accepted within 30 days

Proposal # 230101899423
Proposal Submitted to: BRIAN MORROW
Name: WHEATON PARK DISTRICT
Street: 1000 MANCHESTER RD
City: WHEATON IL 60187
Phone: 630-510-4975

Date: 10-18-2023
Location: ARROWHEAD GOLF COURSE
Street:
City:
Phone:
Location Contact:

We have inspected the area and submit the following proposal:

2023 CRACKFILL, SEALCOAT AND RESTRIPE AT ARROWHEAD (NORTHWEST NORTH SECTION)

CRACKFILL: LARGER CRACKS ARE TO BE CLEANED AND CLEARED OF ALL LOOSE STONES, DIRT AND DEBRIS. A HOT RUBBERIZED ASPHALT EMULSION WITH FLEXIBILITY DESIGNED FOR FILLING PAVEMENT CRACKS WILL BE POURED TO A LEVEL OF PAVEMENT, NOT TO BE DISPLACED BY SNOWPLOWS OR OTHER MEANS.

SEALCOATING: THOROUGHLY CLEAN SPECIFIED AREA REMOVING ALL LOOSE STONES, DIRT AND DEBRIS USING STEEL BROOMS AND POWERED BLOWERS IN ORDER TO ACHIEVE A COHESIVE BOND BETWEEN EMULSION AND ASPHALT PAVEMENT. ALL CONCRETE IS TO BE EDGED USING 6" SOFT-HAIRED BROOMS, KEEPING THE PROPERTY CLEAN AT ALL TIMES. POLYMER MODIFIED MASTER SEAL IS TO BE APPLIED CONTAINING AGGREGATE (BLACK BEAUTY) AND POLYMER ADDITIVES. OUR ADDITIVES IMPROVES SURFACE TOUGHNESS, IMPROVES CHEMICAL RESISTANCE, REDUCES POWER STEERING MARKS AND DREIS FASTER AND BLACKER. SEALED AREA IS TO BE ROPED OFF, FREE FROM ALL FOOT/VEHICLE TRAFFIC UNTIL THE MATERIAL HAS COMPLETELY CURED, APPROX. 24 HOURS.

RESTRIPING: USING A LEAD-FREE, FAST DRY TRAFFIC PAINT WITH AN AIRLESS SPRAY (NO SHADOW CAST) REMARK PAVEMENT PER EXISTING LAYOUT.

TOTAL COST FOR ALL MATERIAL AND LABOR.....$3,837.50

*****THIS PROPOSAL INCLUDES CLEANING, WEED REMOVAL, CRACKFILL MAJOR CRACKS UP TO 2000 LN FT (OR APPROX 5 BOXES), SEALCOATING WITH TWO COATS OR EQUIVALENT OF A COMMERCIAL GRADE PMM ASPHALT BASED SEALER / COAL TAR MIXTURE AND RESTRIPE PER EXISTING LAYOUT**

I, the undersigned, acknowledge and agree to the following. It is the sole responsibility of the property owner/manager to remove all vehicles from the area to be worked on as well as any excess debris and foreign objects prior to contracted start date, and all delays will be charged accordingly. Deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. In addition, the owner/manager of said property will be responsible for acquiring any/all applicable permits. Sur-Seal cannot and will not be held liable if freshly sealed pavement is disturbed by vehicle traffic, foot traffic, etc., during the initial 24-hour cure period, unless otherwise specified by Sur-Seal. Payment is due upon completion of work. If payment is not received upon completion, a finance charge of 5% will be charged per month on accounts 30 days past invoice date. The owner/manager of said property is also responsible for any and all fees, both administrative and legal, which may be incurred due to collection

ACCEPTANCE OF PROPOSAL: The above price(s) are satisfactory and are hereby accepted. Sur-Seal is authorized to do the above outlined work as stated. Payment will be made at completion of work.

Signature_____ Authorized Signature_____

Date_____ ***PAYMENT IS DUE UPON COMPLETION OF WORK

EXHIBIT B
INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. Insurance

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less that $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement **CG 20 10 12/19 and CG 2037 12/19** or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured

endorsement **CG 20 10 12/19 and CG 2037 12/19** or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's **work.**

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provided certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as

respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

I. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement.

The Work of this Project is subject to the Illinois *Prevailing Wage Act,* 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer athttp://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material

obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

637463

EXHIBITC
CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Park District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by the Park District.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; and 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds.

C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs prior to entering into the Contract therewith.

F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on 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 Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

G. (i) Contractor's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Park District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois

Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

K. Contractor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et* seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

M. Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et.* seq.) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

SUR-SEAL
CONTRACTOR

By: _____
Its: _____

STATE OF IL
COUNTY OF DuPage ss

I the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Bob Krasec appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 10/20/2023

_____
(Notary Public)

(SEAL)

"OFFICIAL SEAL"
DOROTHEA STOKES
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/22/2025