ORDINANCE NO. 2026-46062

ORDINANCE AUTHORIZING AND APPROVING AWARD OF A CONTRACT TO PATRIOT PAVEMENT MAINTENANCE FOR ASPHALT MILL AND OVERLAY WORK ON GROVE AVENUE, COOK STREET AND STATION STREET

WHEREAS, the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois (the "Village"), have determined that it necessary and advisable to mill and overlay asphalt pavement on certain areas of deteriorating asphalt on roads at various locations within the Village (collectively, the "Project"); and

WHEREAS, through The Interlocal Purchasing System of Texas ("TIPS Purchasing Cooperative"), a joint purchasing governmental cooperative of which the Village has or will become a member, the Village has received a competitively bid proposal dated July 7, 2026 in the amount of $122,156.30 and July 10, 2026 in the amount of $32,991.80 from Patriot Pavement Maintenance, 165 W. Hintz Road, Wheeling, IL 60090 (the "Contractor" or "Patriot Pavement Maintenance"), a vendor authorized by the TIPS Purchasing Cooperative, for asphalt mill and overlay on South Grove Avenue not-to-exceed contract price of $32,991.80 and asphalt mill and overlay on Station and Cook Streets for a not-to-exceed contract price of $122,156.30, (the "Patriot Pavement Maintenance Proposals"), copies of which Patriot Pavement Maintenance Proposals and related contract documents, including the related Supplemental Agreement, are attached hereto as Group Exhibit A and thereby made a part hereof; and

WHEREAS, the 2026 fiscal year budget included $800,000 for roadway work under the Annual Road Program; and

WHEREAS, the Village desires to approve the Patriot Pavement Maintenance Proposal dated July 7, 2026 for the not-to-exceed contract price of 122,156.30 for asphalt mill and overlay on sections of Station and Cook Streets and the Patriot Pavement Maintenance Proposal dated July 10, 2026 for the not-to-exceed contract price of $32,991.80, for asphalt mill and overlay on a section of South Grove Avenue within the Village; and

NOW, THEREFORE BE IT ORDAINED, by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: The Corporate Authorities of the Village hereby find that the facts set forth in this Ordinance are true and correct, and such recitals are incorporated herein by reference as the findings of the Corporate Authorities as if fully set forth herein.

SECTION 2: The Corporate Authorities of the Village hereby approve the Patriot Pavement Maintenance Proposals dated July 7, 2026 and July 10, 2026 (the "Patriot Pavement Proposals") as well as the related Supplemental Agreement between the Village and Patriot Pavement Maintenance and related contract documents, copies of which contract documents are attached hereto as Group Exhibit A and thereby made a part hereof, for the provision by Patriot Pavement Maintenance to the Village of services which includes asphalt mill and overlay on South Grove Avenue not-to-exceed contract price of $32,991.80 and asphalt mill and overlay on Station and Cook Streets for a not-to-exceed contract price of $122,156.30, and waiving any and all other

requirements for competitive bidding or for soliciting other proposals otherwise required by law, and said Patriot Pavement Maintenance Proposals dated July 7, 2026 and July 10, 2026 and the related Supplemental Agreement and other contract documents, which are all hereby specifically authorized, ratified and approved by the Corporate Authorities of the Village pursuant to Section 1-6A-6 of the Barrington Village Code.

SECTION 3: The Village President is hereby authorized to execute and the Village Clerk is hereby authorized to attest to the Patriot Pavement Maintenance Proposal dated July 7, 2026 for the not-to-exceed contract price of 122,156.30 for asphalt mill and overlay on sections of Station and Cook Streets and the Patriot Pavement Maintenance Proposal dated July 10, 2026 for the not-to-exceed contract price of $32,991.80, for asphalt mill and overlay on a section of South Grove Avenue within the Village, and the related the Supplemental Agreement and other related Contract Documents, with Patriot Pavement Maintenance, all in substantially the forms which are attached hereto as Group Exhibit A and thereby made a part hereof (the "Patriot Pavement Maintenance Proposals") , the Supplemental Agreement, and the other related contract documents attached hereto and thereby made a part hereof as Group Exhibit A are collectively referred to as the "Contract Documents"), and the Village Clerk is hereby authorized to attest thereto, and otherwise take all the necessary and appropriate actions to accomplish the work on the Village Sidewalk Program in accordance therewith.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 27 DAY OF July, 2026, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Klauer and President Moran

NAYS: NONE

ABSENT: Trustee Prigge

RECUSE: NONE

APPROVED THIS 27 OF July, 2026

Michael D. Moran, Village President

ATTESTED AND FILED THIS
27 DAY OF July, 2026

James P. Dillon, Village Clerk

Village of Barrington CORPORATE (SEAL) Cook & Lake Counties, IL

GROUP EXHIBIT A

CONTRACT DOCUMENTS

(1) Contractor Patriot Pavement Maintenance Proposal dated July 7, 2026

(2) Contractor Patriot Pavement Maintenance Proposal dated July 10, 2026

(2) Supplemental Agreement Between the Village of Barrington and Patriot Pavement Maintenance

PATRIOT
PAVEMENT MAINTENANCE

July 10th, 2026

South Grove Ave
Barrington, IL

Scope of Work: 2" Asphalt Mill and Overlay **$32,991.80**

Grind the asphalt 2 inches and haul away to an authorized dump site.
Prepare existing base as necessary to receive new asphalt.
Install SS-1 primer as a tack coat.
Install and compact 2 inches of hot mix asphalt surface course.
Leave property neat and broom clean upon completion.
All traffic control and barricading for this project included in this price

All pricing per TIPS USA JOC.
Company Patriot Pavement Maintenance (11364) TIPS USA Number.
All work to be performed Monday – Friday 7:00am - 5:00pm.
Any work not detailed above will incur an additional charge.
Any deviations from above schedule will incur additional charges.

Accepted By:_____

165 W. HINTZ ROAD WHEELING, IL 60090
T (847) 813-9034 U WWW.PATRIOTPAVEMENT.NET

PATRIOT
PAVEMENT MAINTENANCE

July 7th, 2026

Station and Cook Paving Project
Village of Barrington
Barrington, IL

Scope of Work: 2" Asphalt Mill and Overlay **$109,656.30**

Grind the asphalt 2 inches and haul away to an authorized dump site.
Prepare existing base as necessary to receive new asphalt.
Install SS-1 primer as a tack coat.
Install and compact 2 inches of hot mix asphalt surface course.
Leave property neat and broom clean upon completion.

Scope of Work: Stripe New Layout **$5,000.00**

Install new layout to match previous layout before pavement installation. PPM will stripe all stalls, ADA stalls, zones, stop bars, and stencils using high visibility traffic paint. PPM will install glass beads on stop bars and crosswalks.

Scope of Work: Traffic Control **$7,500.00**

All traffic control and barricading for this project (paving and striping). This includes: A-frames, Flaggers, Cones, Arrow boards, etc.

Total Cost of Job: $122,156.30

All pricing per TIPS USA JOC.
Company Patriot Pavement Maintenance (11364) TIPS USA Number.
All work to be performed Monday - Friday 7:00am - 5:00pm.
Any work not detailed above will incur an additional charge.
This project is bid for (2) days.
Day 1: grind and prepare asphalt. Day 2: prime, pave, and stripe.
Any deviations from above schedule will incur additional charges.

Accepted By:_____

165 W. HINTZ ROAD WHEELING, IL 60090
T (847) 813-9034 U WWW.PATRIOTPAVEMENT.NET

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND PATRIOT PAVEMENT MAINTENANCE FOR THE PERFORMANCE OF CONSTRUCTION SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 28th day of July, 2026, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and PATRIOT PAVEMENT MAINTENANCE (hereinafter referred to as "Contractor") for the performance of construction services for the Village for asphalt mill and overlay services (hereinafter referred to as the "Project", the "Work", or the "Services") pursuant to Contractor's Proposals for the Project dated July 7, 2026 and July 10, 2026 (hereinafter, the "Contractor Bid Proposal").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work:

A. The Contractor has agreed to perform asphalt mill and overlay work; and other items needed to complete the proposed improvements, all as more specifically described on the Contractor's Proposals dated July 7, 2026 and July 10, 2026 on the Village's publicly owned property or on other property within the Village as directed by the Village, and in return, the Village has agreed to pay the Contractor at the rates contained in the Agreement and any supplemental Agreements thereto for the performance of the Work in accordance with the Contract Documents for the Project. Wherever in the Contract Documents the term "Work" or "Services" is used, it shall be construed to mean all phases required to commence and complete the work on the Project which is the subject of this Agreement.

2. Payment:

A. Not to Exceed Payment: The Village agrees to pay the Contractor, and the Contractor agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
☒ the amount(s) set forth on Exhibit A (the "Contractor Bid Proposals");
☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
☐ subject to a not-to-exceed amount of $_____ ("Contract Price")

B. Invoices for Payments: The Contractor agrees to and shall prepare and submit:
☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.

C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). The Village complies with the Act, which states that any bills approved for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
☒ Scope of Services as set forth in the Contractor's proposal dated July 7, 2026 and July 10, 2026 (Exhibit A)
☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Dates of Commencement and Completion: Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence on a date agreed upon by the Village and the Contractor (hereinafter the "Commencement Date"), and shall be completed no later than August 26, 2026 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

5. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability. The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices. All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Contractor shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

    A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.

    B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the

Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.

C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village. Contractor shall not start the Services contemplated by the Contract until Contractor has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subContractors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The

coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor and all subContractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
(a) Allowing work by Contractor or any subContractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Contractor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. SubContractors: Contractor shall include all subContractors as insureds under its policies or shall furnish separate certificates and endorsements for each subContractor. All coverages for subContractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subContractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subContractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subContractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subContractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subContractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

L. Liability of Contractor and SubContractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subContractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subContractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subContractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subContractor's insurance.

M. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

N. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subContractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the

Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subContractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

C. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

D. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. No Conflicts of Interest: The Contractor warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

15. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

16. Equal Employment Opportunity: The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are

explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

17. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subContractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subContractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subContractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

19. Contractor is an Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or SubContractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

20. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other contract documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract and contract documents.

21. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Contractor under Paragraphs 12 and 13 shall continue after such termination.

22. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

23. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

24. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal (Exhibit A).

25. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

26. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

27. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

28. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

29. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

30. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR
Patriot Pavement Maintenance

By: _____
Patriot Pavement Maintenance, Its Authorized Agent

Print Name:

_____

VILLAGE OF BARRINGTON

By: _____
Mike Moran, Village President

ATTEST: _____
Jim Dillon, Village Clerk

EXHIBIT A

Contractor's Proposals

TIPS Membership Agreement

For use when an Interlocal governmental agreement is not required by statute to be approved by the governing bodies of the entities. (NOT VALID IN TEXAS FOR GOVERNMENTAL ENTITIES)

Purpose:

This agreement, when executed by the parties, permits the member entity, when permitted under applicable purchasing cooperative statutes of the home jurisdiction of the member entity, to make lawful purchases though TIPS contracts under the same terms and conditions and proposed pricing as lawfully awarded by TIPS for the purposes of TIPS or its members. The purpose of the TIPS Program shall be to increase efficiency, effectiveness and to obtain substantial savings for participating school entities or public entities through cooperative purchasing.

Disclaimer:

Each Member entity is responsible for following their applicable state or federal procurement statutes when utilizing cooperative purchasing agreements, or joint power agreements with another state's public entities. In addition, the Member is responsible for ensuring the vendor complies with the terms and conditions of the contract and Members are solely responsible for dispute resolution with a non- performing vendor. TIPS will endeavor to provide assistance with vendor relations and compliance to the extent it is feasible.

Term:

This Agreement (hereinafter the "Agreement") shall be effectively immediately and shall remain effective unless either party terminates this Agreement by providing thirty (30) days written notice of the termination to the other party.

The Interlocal Purchasing System Program (TIPS) agrees to:

1) Provide for the organizational and administrative structure of the program.

2) Provide staff necessary for efficient operation of the program.

3) Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.

4) Initiate and implement activities legally required under Texas law for competitive procurement and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.

5) Provide members with procedures for ordering, delivery and billing.

6) Maintain filing system for all bidding procedure requirements.

7) Collect fees from vendors and/or other sources to legally compensate TIPS and by association, the lead governmental entity, Region VIII Education Service Center, as required by law, for the services provided to TIPS members.

The TIPS Member Entity agrees to:

1) Commitment to participate in the program by an authorized signature on membership forms.

2) Designation of primary contact and technology contact for entity.

3) Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.

4) Prepare purchase orders issued to TIPS Awarded Vendor and provide the relevant purchase order information to TIPS according to TIPS procedures.

5) Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.

6) Pay awarded vendors in a timely manner for all goods and services received.

7) Follow the terms can conditions of the awarded contracts.

8) Report to TIPS if awarded vendors fail to perform as contracted.

This Agreement, inclusive of its references, represents the entire, agreement between the Member and TIPS. No other agreements, verbal or otherwise, are valid unless agreed by the parties in writing or through electronic communication. Electronic communication may include registering with TIPS via the TIPS website and agreeing to terms and conditions through that registration process or updates thereto. This agreement may be modified from time to time, upon which the parties may agree to the changes in writing or by an electronic communication as described above.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

Choice of Law and Venue:

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to

convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Remedies:

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS or the Education Service Center Region VIII to an arbitration resolution of any disagreement under any circumstances. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Lake County, County, IL or a site agreed in writing by the parties.

Camp

Alternative Dispute Resolution:

Prior to filing of litigation, the parties shall select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Lake County, County, IL agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

Authority:

I affirm that by submitting this agreement to TIPS, that I am an authorized signatory to act for and bind the entity I am registering at this time.

Member Agency: Barrington (Village of) IL
Change of Venue: County:Lake County State:IL
Authorizing Agent: Andrew Thickpenny
Andrew Thickpenny
Membership Date: 10/20/2025
Lead Agency: Region 8 Education Service Center
Authorized Signature: Dr. David Fitts
Title: Executive Director