

E-MAILED  
7/10/13

**847-634-6089**

## 2013 – HOT CRACKFILL – CLEAN AND FILL FIRELANES

July 10, 2013

Dana Point C.A.  
1519 E. Central Road  
Arlington Heights, Illinois 60006  
ATTENTION: LISETTE RAY

JOB NAME: Dana Point C.A.  
JOB LOCATION: Arlington Heights, Illinois

### SCOPE OF WORK

- 1) THOROUGHLY CLEAN CRACK(S) TO REMOVE LOOSE DIRT, DEBRIS, WEEDS, ETC.
- 2) INSTALL HOT RUBBERIZED CRACKFILLER MEETING FEDERAL SPECIFICATION SS-164. CRACKFILLER IS HEATED IN A DOUBLE-BOILER TO 380 DEGREES AND IS INSTALLED INTO CRACKS USING AN APPLICATING SHOE.

ESTIMATE UP TO 1,000 LINEAL FEET OF CRACKFILL, MINIMUM TRIP CHARGE \$900.00,  
TO BE COMPLETE IN 1 TRIP.

IF ACTUAL LINEAL FOOTAGE EXCEEDS THE ESTIMATED FOOTAGE BY MORE THAN BY 20%,  
MANAGEMENT WILL BE NOTIFIED FOR APPROVAL. ADDITIONAL LINEAL FOOTAGE UP TO 20%  
WILL BE COMPLETED AND BILLED PER THE RATE ABOVE.

CRACKFILL IS COMPLETE IN CONJUNCTION WITH THE NUMBER OF TRIPS IT TAKES TO  
COMPLETE THE SEALCOAT PROJECT.

CRACKFILL LINEAL FOOTAGE IS MEASURED UPON COMPLETION OF EACH TRIP  
IN ORDER TO INSURE PROPER BILLING.

### CONDITIONAL CLAUSES

- 1) CRACK FILLING IS USED TO PROVIDE LONGEVITY TO ASPHALT SURFACES. CRACKS LESS THAN  $\frac{1}{4}$ -INCH WIDE OR GREATER THAN 2" WIDE ARE NOT CONSIDERED FOR CRACKFILLING. FATIGUE CRACKS (ALLIGATORED CRACKS) ARE USUALLY TOO NUMEROUS TO FILL COST EFFECTIVELY AND INDICATE THE NEED FOR BASE REHABILITATION OR STRENGTHENING.
- 2) EDGE CRACKING CANNOT BE CRACK FILLED
- 3) CRACK FILLING SHOULD BE CONSIDERED FOR STRUCTURAL REPAIR NEEDS AND NOT AESTHETIC PURPOSES.
- 4) NOTICES WILL BE POSTED TO INFORM OWNERS OF PROJECT SCHEDULE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONAL PROPERTY IF CARS OR PERSONAL ITEMS ARE NOT MOVED ACCORDINGLY.
- 5) DUBOIS PAVING IS NOT RESPONSIBLE FOR ANY CRACKS MISSED DUE TO VEHICLES BEING IN THE WAY

SCOPE OF WORK SUBJECT TO THE ATTACHED  
DUBOIS PAVING TERMS AND CONDITIONS

  
INITIALS

DANAPINTCRCK2013JC

DuBois Paving Co.TERMS AND CONDITIONS

DUBois Paving Company proposes to furnish all material and labor necessary to perform the improvements to the grounds as described in the preceding proposal. Any alteration or deviation from the attached specifications involving extra costs will become an extra charge over and above the proposed work.

INSURANCE

- 1) DuBois Paving Company shall carry comprehensive and general liability, contractual liability, independent contractors; statutory workmen's compensation; automobile liability; bodily injury and property damage insurance.
- 2) Upon receipt of signed contract, a Certificate of Insurance will be issued for the project, naming the customer and its agent as additional insured.
- 3) Owner to carry fire, flood, tornado and other necessary insurance.

GUARANTEE

- 1) All materials guaranteed to be as specified.
- 2) All work to be completed in a workmanlike manner in accordance with applicable industry standards.
- 3) Work is warranted against defects in materials, workmanship and/or application for a period of one (1) year from date of completion. If at any time a problem develops, we request that an on-site inspection with DuBois Paving, management and the owner(s) be held to determine actions necessary to correct such problems.
- 4) Warranty does not cover stress cracking and/or water deprivation due to tree location too close to asphalt, earth movement, damages by abuse, chemical spills, and weights exceeding structural design, snow and ice removal chemicals and/or equipment. There is no guarantee on edge cracking and/or minimal cracking in new asphalt. There is no guarantee on cold patching or pot hole areas. An allowance of 1% standing water over surface area.
- 5) DuBois Paving will not be responsible for damage to any underground utilities or other hidden conditions if advance notice of their existence and location is not provided. Customer agrees to indemnify and hold harmless DuBois Paving for any loss, expense or damage resulting from, arising out of, or in any way related to such condition. Crack reflection in resurfaced areas is not uncommon and is excluded from warranty.
- 6) If during construction activities, DuBois Paving is required to travel across existing asphalt, concrete or brick paver surfaces, we are not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.
- 7) DuBois Paving shall not be held responsible for damage or delays due to strikes, fires, accidents or other delays beyond our reasonable control.
- 8) Guarantee contingent upon payment terms.

PAYMENT TERMS & CONDITIONS

- 1) Inherent in the acceptance of this proposal is the understanding that the customer agrees to pay in full, the total amount of the invoice within thirty (30) days from the date of invoice.
- 2) If not paid with thirty (30) days, the following conditions shall apply: the unpaid balance shall bear interest at the rate of 1.8% per month (21.6% per annum). Past due amounts shall constitute default and will be subject to legal action. Customer shall assume payment of any and all collection costs, including if necessary, reasonable attorney's fees.
- 3) All permits and/or related fees are to be paid for by the customer.
- 4) Cancellation of work must be submitted in writing and is subject to charges for any related fees.
- 5) Escalation Clause: This proposal is based on current material prices. If the market price of materials increases prior to the start of work, an additional materials surcharge will be added to the final invoice.
- 6) Execution of payments shall be conclusive evidence of satisfactory completion of the work and the fulfillment of all contractual obligations and specifications by DuBois Paving.

ACCEPTANCE OF PROPOSAL

If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein. The above prices, specifications and conditions are satisfactory and are hereby accepted. DuBois Paving Company is authorized to complete the work as specified. Payment will be made as outlined above

Authorized Signature:

Michele C. Gehrke  
Michele C. Gehrke - DuBois Paving Company

10 July 2013

Date

Acceptance Signature:

Customer Signature

Andy S.

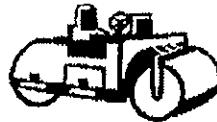
Ding Point Card

7/10/13

Date

DSN Board President

*DuBois Paving Co.*



EMAILLED

7/10/13

**847-634-6089****2013 – SEALCOATING OF FIRELANES**

July 10, 2013

Dana Point C.A.  
1519 E. Central Road  
Arlington Heights, Illinois 60005  
ATTENTION: LISETTE RAY

JOB NAME: Dana Point C.A.  
JOB LOCATION: Arlington Heights, Illinois

**SCOPE OF WORK:**

- 1) CLEAN SURFACE OF ALL DIRT AND DEBRIS.
- 2) APPLY PETRO-SEAL® TO TREAT DRY OIL SPOTS TO PROMOTE ADHESION BETWEEN OIL SPOTS OR STAINED AREAS AND THE PAVEMENT SEALER.
- 3) APPLY 1 COAT OF COMMERCIAL GRADE PAVEMENT SEALER, MEETING FEDERAL SPECIFICATIONS RP-355e, FORTIFIED WITH 2 TO 4 LBS OF SAND PER GALLON.
- 4) PAVEMENT SEALER EMULSION IS HAND AND BROOM APPLIED IN BOTH DIRECTIONS TO ENSURE PROPER COVERAGE AND THEN BROOM FINISHED.
- 5) BLOCK OFF SEALED AREAS AT COMPLETION TO ENSURE PROPER DRYING AND CURING TIME.
- 6) NO STRIPING REQUIRED.
- 7) RETURN TO OPEN BLOCKED OFF AREAS WHEN READY FOR USE (APPROX. 24 HOURS).

59,929 SQ. FT. @ .075 CENTS PER SQ. FT.

\* BASED ON 1-2 TRIPS \*

TOTAL: \$4,494.68

**CONDITIONAL CLAUSES:**

- 1) CRACKFILLING IS NOT INCLUDED – PROPOSED SEPARATELY.
- 2) IF WE HAVE TO RETURN TO THE PROPERTY AFTER COMPLETION WORK DUE TO ACTS OR OMISSIONS OF CUSTOMER/OWNERS OR REASONS THAT REDUCE PRODUCTIVITY, THERE WILL BE A MINIMUM TRIP CHARGE OF \$400.00 PER OCCURENCE.
- 3) WE ARE NOT RESPONSIBLE FOR DAMAGE TO PROPERTY CAUSED BY PERSON(S) WALKING OR DRIVING THROUGH AREAS OF SEALED ASPHALT THAT ARE BLOCKED OFF OR AREAS THAT HAVE BEEN OPENED UP BY ANYONE OTHER THAN EMPLOYEES OF DUBOIS PAVING COMPANY.
- 4) WE ARE NOT RESPONSIBLE FOR DAMAGE TO PROPERTY CAUSED BY ACTS OF NATURE (SUCH AS RAIN OR LANDSCAPE DEBRIS – LEAVES, BERRIES, GRASS, ETC.); WILDLIFE OR PETS.
- 5) SIGNIFICANTLY OIL DAMAGED AREAS, SUCH AS WET AND ACTIVELY LEAKING OILS OR CHEMICALS SHOULD BE ADDRESSED PRIOR TO SEALCOATING.

SCOPE OF WORK SUBJECT TO THE ATTACHED  
DUBOIS PAVING TERMS AND CONDITIONS

DANAPPOINTSEAL2013JC

**847-634-6089****DANA POINT CONDOMINIUM ASSOCIATION  
2013 - SEALCOATING OF FIRELANES**

<u>ADDRESS</u>	<u>DESCRIPTION</u>	<u>SQ. FT.</u>
1405	FIRELANE NORTH	5,256
1405	FIRELANE SOUTH	5,863
1505-1515	FIRELANE WEST	8,444
1505-1515	FIRELANE EAST	8,349
1615	FIRELANE NORTH	5,117
1615	FIRELANE SOUTH	6,198
1605	FIRELANE EAST	5,772
1605	FIRELANE WEST	5,180
1415	FIRELANE EAST	5,016
1415	FIRELANE WEST	4,734
<b>GRAND TOTAL:</b>		<b>59,929</b>

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Authorized Signature:


  
Michele C. Gehrke - DuBois Paving Company

10 July 2013  
Date

Acceptance Signature:


  
Customer Signature: Dale Bierer  
 President

7/10/13  
Date



**CONDOMINIUM ASSOCIATION**  
1519 EAST CENTRAL ROAD  
ARLINGTON HEIGHTS, ILLINOIS 60005  
(847) 228-5176 • Fax (847) 228-5190

July 29, 2013

Dubois Paving Co.  
75 S. Wheeling Road  
Wheeling, IL 60090                            0554

**RE: THE DANA POINT CONDOMINIUM  
ASSOCIATION**

Dear Michele Gehrke:

Thank you for submitting your proposal for the crack fill , seal coating, and striping of all stop sign lines. The Board of Directors has approved your bid based on the proposal submitted and the specifications provided. Enclosed is a copy of the fully executed contract. It is the vendor's responsibility to:

1. Obtain any necessary permits from the appropriate governmental agencies .
2. Forward a Certificate of Insurance to the Property Manager. The certificate must include the Association as the Certificate Holder Lieberman Management Services, Inc. and all managed Associations and Cooperatives under contract must be listed as the additional insured . Worker's Compensation Insurance of at least \$500,000.00 and General Liability of at least \$1,000,000.00/\$2,000,000.00 is required.
3. Payment cannot be made until we receive a W-9 form.
4. If the invoice amount exceeds \$5,000.00, a Waiver of Lien is required.

Work cannot commence until the Certificate of Insurance and any necessary permits are received .

*In order to receive payment , you must be enrolled in the LMS Preferred Vendor Program . If you have not already been approved as a Preferred Vendor , please enroll at [www.LiebermanManagement.com](http://www.LiebermanManagement.com) . Just locate the "I am a Vendor" tab to open tab "Vendor Program" and select "Complete Application". You will be able to complete the application on -line and will be required to remit a nominal processing fee of \$100. Once approved, your company name can be added to our LMS Vendor Database, which is used by Property Managers to select vendors .*

We look forward to working with you .

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as  
Agent

Lisette Ray