

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0036

Contract #: 20250059

Start date: 6/9/2025

End date: 8/28/2025

Amount: \$ 784,737.15

Contingency Amount: \$ 78,500.00

Department: Public Works

Total Contract Amount: \$ 863,237.15

Contract Type: Contractor

Contractors Name: P.T. Ferro Construction Co., Inc.

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement.



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND P.T. Ferro Construction Co., Inc. FOR Old Orland Corrugated Metal Pipe (CMP) Replacement

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 20th day of January, 2025, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and P.T. Ferro Construction Co., Inc. (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Old Orland Corrugated Metal Pipe (CMP) Replacement (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:

- The Contractor’s Proposal/Bid No. _____, and dated December 20, 2024; and/or
- Village of Orland Park ITB/RFP/Purchase Order No.RFP 24-069.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$863,237.15 (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$784,737.15, plus \$78,500.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$863,237.15 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$863,237.15. Said price shall be the total compensation for Contractor’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

B. Invoices: The Contractor agrees to and shall prepare and submit:

an invoice to the Village upon completion of and approval by the Village of the Work; or

invoice 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. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive

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remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. **Records:** The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. **Performance and Payment Bond:** If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. **Performance Bond:** Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. **Labor and Material Payment Bond:** Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. **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 December 20, 2024 and the Village's RFP, ITB, and/or Purchase Order 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.

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5. **Term:** The Contract commences on the date it is fully executed by all Parties and terminates on August 31, 2025 (hereinafter the "Term"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village.
- A. **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 fifteen (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.
- B. Upon receipt of the notice of termination the Contractor shall immediately, in accordance with the instructions from the Village: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labor or services except as necessary to complete continued portions of the contract; (4) terminate all subcontracts and orders to the extent they relate to the work and services terminated; (5) proceed to complete the performance of work and services not terminated; and (6) take any actions that may be necessary or that the Village may direct, for the protection and preservation of the terminated work and services. In the event of termination for convenience by the Village, the Contractor shall recover payment for approved work executed on the terminated portion of the work before the effective date. The Contractor shall not be entitled to damages resulting from termination for convenience under this provision.
6. **Time is of the Essence; Dates of Commencement and Completion; Progress Reports:**
- A. **Time is of the essence in this Contract.** The Services to be performed by the Contractor under the Contract Documents shall commence no later than June 9, 2025, (hereinafter the "Commencement Date"), and shall be completed no later than August 28, 2025 (hereinafter the "Completion Date"). 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.
- B. **Progress Reports:** The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
- C. **Liquidated Damages:** Owner and Contractor recognize that time is of the essence here and the Owner will suffer financial loss if the Work is not complete within the time specified above, plus any extensions thereof allowed. If the Contractor fails to perform the Work within the specified time set forth in the Contract Documents as adjusted, the Owner and Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the Owner in the amount stipulated below for each and every calendar day that expires after where the Work is not complete and ready for Final Payment, the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the Surety. The Owner has the option to enforce liquidated damages or to waive such damages.

The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the Owner for additional personnel efforts in administering the Contract after normally scheduled completions dates, Owner inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time.

Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this Contract, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not

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disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the Owner for extra costs which the Owner may become obligated to pay on other contracts which are delayed or extended because of Contractor's failure to complete the Work within the time period as specified herein, including costs associated with the delay or interference with the Project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the Owner, or other incidental or consequential damages suffered by the Owner due to the Contractor's performance. If the Owner charges liquidated damages to the Contractor, this shall not preclude the Owner from commencing an action against the Contractor for other actual harm resulting from the Contractor's performance, including but not limited to, costs associated with the delay or interference with the Project.

In order to recover liquidated damages, the Owner is under no obligation to prove the actual damages sustained by the Owner due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed according to the following schedule, based upon the Contract Price, inclusive of any applicable changes thereto, for each and every day that completion of the Work shall be delayed:

\$1,300.00.

7. 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.
8. 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.
9. 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).
10. 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.
11. 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

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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.
12. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
13. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
14. Insurance:
- A. Prior to Commencement of Work:
- (i) Prior to commencement of any Work 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, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 14, 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 Orland Park 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: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
 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.

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- (b) The Village of Orland Park, 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 Orland Park 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 Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park 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 Orland Park 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 Orland Park, 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 Orland Park, 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.
- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance 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:
 - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).

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- (v) Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
 - (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
 - (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 14(B)(i) above, then a \$2,000,000 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.
 - (viii) Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- 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 Orland Park 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 licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, 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: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

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- 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. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 14, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

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15. 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.
- E. 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.
- F. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. 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 16 shall survive any termination of the Contract.

17. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

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- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

18. No Conflicts of Interest: The Contractor warrants that it 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.

19. Compliance with Laws: Contractor shall comply with all 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. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational

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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 Employment of Illinois Workers on Public Works Act, 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.

20. 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.
21. 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 shall 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).
22. 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 t 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.
23. 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 Subcontractor’s 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.
24. Prevailing Wage Act Notice [Check box that applies]:
- The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
 - The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

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This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

25. Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
26. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of one (1) year from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

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27. Standard Specifications:

- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the “Illinois Manual Uniform Traffic Control Devices for Streets and Highways”.

28. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,

29. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor’s expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village’s designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village’s designee, with new plantings of good health and quality with species consistent with the recommendation of the Village’s designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

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

31. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.

32. 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.

33. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village’s authorized agent.

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All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

34. **Termination:** The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. 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.
35. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Patrick McLaughlin
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6357

To the Contractor:

Name: Justin Alberico
P.T. Ferro Construction Co., Inc.
P.O. Box 156
Joliet, IL, 60434
Telephone: (815) 726-6284

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Email: pmclaughlin@orlandpark.org

e-mail: jalberico@ptferro.com

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

36. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
37. 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.
38. 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.
39. 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.
40. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
41. 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.
42. 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. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

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

P.T. Ferro Construction Co., Inc.

VILLAGE OF ORLAND PARK

1360213-02-16-17

E-SIGNED by Matt Marketti
By: on 2025-02-04 17:26:14 GMT

E-SIGNED by Jim Culotta
By: on 2025-02-05 23:24:31 GMT

Name: Matt Marketti

Name: Jim Culotta

Its President

& Authorized Agent

Title: Interim Village Manager

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Contractor's Proposal dated December 20, 2024
or Village RFP, ITB, and/or Purchase Order No. RFP 24-069 dated December 20, 2024

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

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Exhibit A

PROPOSER SUMMARY SHEET
RFP #24-069
Old Orland Corrugated Metal Pipe (CMP) Replacement

Business Name: PT FERRO CONSTRUCTION CO.
Street Address: 700 S ROWELL AVE.
City, State, Zip: JOLIET, IL 60433
Contact Name: MATT MARKETTI
Title: PRESIDENT
Phone: 815-726-6284 Fax: N/A
E-Mail address: ESTIMATING@PTFERRO.COM

Price Proposal

GRAND TOTAL PROPOSAL PRICE \$ 784,737.15

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: MATT MARKETTI
Signature of Authorized Signee: 
Title: PRESIDENT Date: 12/20/24

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

Proposals shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposals is not responsible.

The undersigned MATT MARKETI
(Enter Name of Person Making Certification)

as PRESIDENT
(Enter Title of Person Making Certification)

and on behalf of PT FERRO CONSTRUCTION CO.
(Enter Name of Business Organization)

certifies that Proposers is:

1) **A BUSINESS ORGANIZATION:** Yes No []

Federal Employer I.D. #: 36-2537787
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is *(check one)*:

- Sole Proprietor
 Independent Contractor *(Individual)*
 Partnership
 LLC
 Corporation IL 07/13/1963
(State of Incorporation) (Date of Incorporation)



2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned [] Small Business [] (SBA standards)
Women-Owned [] Prefer not to disclose []
Veteran-Owned [] Not Applicable
Disabled-Owned []

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- | | |
|--------------------|---|
| Minority-Owned [] | Small Business [] <u>(SBA standards)</u> |
| Women-Owned [] | Prefer not to disclose [] |
| Veteran-Owned [] | Not Applicable [✓] |
| Disabled-Owned [] | |

- 3) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes No []

The Proposer is authorized to do business in the State of Illinois.

- 4) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

- 5) **SEXUAL HARASSMENT POLICY COMPLIANT:** Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

- 6) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

- (I) not discriminate against any employee or applicant for employment because of race, color,

religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

7) **PREVAILING WAGE COMPLIANCE:** Yes No []

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as

amended, Proposer shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT:** Yes No []

In the manner and to the extent required by law, this ITB/RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Proposer shall maintain full compliance with its requirements.

9) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes No []

Proposer participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor’s Office of Apprenticeship.

Name of A&T Program: UNION APPRENTICESHIP & TRAINING PROGRAMS

Brief Description of Program: Chicagoland Laborers' Training & Apprenticeship Program - Reg. No. #IL017990001

International Brotherhood of Teamsters Joint Council No. 25 Training - Reg. No. #IL8151005004

Northern Illinois Cement Masons & Plasterers JATC Local #11 - Reg. No. #IL004890005

Operating Engineers' Local 150 - Reg. No. #IL008780173

10) TAX COMPLIANT: Yes No []

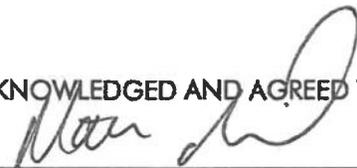
Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

MATT MARKETTI
Name of Authorized Officer

PRESIDENT
Title

12/20/24
Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: PT FERRO CONSTRUCTION CO.
(Enter Name of Business Organization)

1. ORGANIZATION VILLAGE OF ORLAND PARK
ADDRESS 14700 S. RAVINIA AVE. ORLAND PARK
PHONE NUMBER 708-403-6350
CONTACT PERSON MICHELLE HESLIN
YEAR OF PROJECT 2022

2. ORGANIZATION VILLAGE OF FRANKFORT / ROBINSON ENGINEERING
ADDRESS 432 W. NEBRASKA ST. FRANKFORT
PHONE NUMBER 815-412-2014
CONTACT PERSON VAN CALOMBARIS
YEAR OF PROJECT 2024

3. ORGANIZATION CITY OF JOLIET
ADDRESS 150 W. JEFFERSON ST. JOLIET
PHONE NUMBER 815-724-4217
CONTACT PERSON GREG RUDDY
YEAR OF PROJECT 2024

VILLAGE OF ORLAND PARK

RFP #24-069 – OLD ORLAND CORRUGATED METAL PIPE (CMP) REPLACEMENT

PT FERRO CONSTRUCTION COMPANY TECHNICAL PROPOSAL

PT Ferro Construction Company has been incorporated since 1964. In 1990 Ferro Asphalt was incorporated. Since that time, we have successfully completed millions of dollars of resurfacing work for many municipalities in the Will County and Cook County area. We currently are IDOT prequalified as UNLIMITED, with individual limits of over \$32,900,000 for HMA Plant Mix and over \$5,575,000 in cold milling, over \$9,275,000 for Earthwork, and over \$13,900,000 for concrete construction.

A few of the recent resurfacing/grading projects we have completed in the last few years have been for the Village of Orland Park, the Village of Mokena, the City of Joliet, the City of Bolingbrook, the City of Shorewood, the Village of Plainfield, and the Village of Frankfort.

References for which we have performed similar work:

Village of Orland Park
14700 S. Ravinia Ave, Orland Park
708-403-6350
Michelle Heslin

Village of Frankfort/ Robinson Engineering
432 W. Nebraska, Frankfort
815-412-2014
Van Calombaris

City of Joliet
150 W. Jefferson St, Joliet
815-724-4217
Greg Ruddy

Each of our project managers have extensive experience in handling projects of this size and nature. Our field staff includes crew foremen that will be with each of the crews working onsite. Overseeing the crew foremen we have our General Superintendent, Eric Zola, and our Paving & Grinding Superintendent, Matt Kanosky. Eric Zola and Matt Kanosky have been key players in the successful completion of many NRIP's for the Village of Orland Park. PT Ferro prides itself on the communication we have within our organization, but also with the owners and the owner's representative(s).



Unit Price Sheet - AMENDED
RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications as designated in RFP #24-069, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the Old Orland Corrugated Metal Pipe (CMP) Replacement.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	60	\$ 40.00	\$ 2,400.00
20200500	EARTH EXCAVATION	CU YD	250	\$ 10.00	\$ 2,500.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	1,700	\$ 0.01	\$ 17.00
21101505	TOPSOIL FURNISH AND PLACEMENT	CU YD	35	\$ 100.00	\$ 3,500.00
20101100	TREE TRUNK PROTECTION	EACH	7	\$ 100.00	\$ 700.00
25000110	SEEDING, CLASS 1A	ACRE	0.04	\$ 20,000.00	\$ 800.00
25100630	EROSION CONTROL BLANKET	SY	340	\$ 4.00	\$ 1,360.00
28000510	INLET FILTERS	EACH	11	\$ 100.00	\$ 1,100.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SF	115	\$ 15.00	\$ 1,725.00
*42400200	PORTLAND CEMENT CONCRETE STEPS REMOVAL AND REPLACEMENT	SF	125	\$ 50.00	\$ 6,250.00
44000300	CURB REMOVAL	LF	560	\$ 15.00	\$ 8,400.00
44000600	SIDEWALK REMOVAL	SF	115	\$ 3.00	\$ 345.00
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION, 12" (WITH RIPRAP)	EACH	1	\$ 3,000.00	\$ 3,000.00
55100400	STORM SEWER REMOVAL 10"	FOOT	10	\$ 20.00	\$ 200.00
55100500	STORM SEWER REMOVAL 12"	FOOT	85	\$ 20.00	\$ 1,700.00
55100700	STORM SEWER REMOVAL 15"	FOOT	50	\$ 20.00	\$ 1,000.00
55101900	STORM SEWER REMOVAL, 48"	FOOT	680	\$ 40.00	\$ 27,200.00
550A0040	STORM SEWERS, CLASS A, TYPE 1 10"	FOOT	10	\$ 100.00	\$ 1,000.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	350	\$ 150.00	\$ 52,500.00
550A0190	STORM SEWERS, CLASS A, TYPE 1 48"	FOOT	560	\$ 335.00	\$ 187,600.00
550A4710	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 48"	FOOT	120	\$ 450.00	\$ 54,000.00
550B0070	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	50	\$ 110.00	\$ 5,500.00
*55200200	STORM SEWER, 12" (DIRECTIONAL BORE)	FOOT	130	\$ 300.00	\$ 39,000.00
*60200105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	5	\$ 4,300.00	\$ 21,500.00
*60201105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME & GRATE, OPEN LID	EACH	1	\$ 3,800.00	\$ 3,800.00
*60201105	CATCH BASINS, TYPE A, 8' DIAMETER, TYPE 11 FRAME & GRATE, OPEN LID	EACH	1	\$ 15,000.00	\$ 15,000.00
*60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 3,500.00	\$ 3,500.00
*60218400	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	10	\$ 15,000.00	\$ 150,000.00
60600605	CONCRETE CURB, TYPE B	LF	30	\$ 45.00	\$ 1,350.00
60603500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06	LF	30	\$ 45.00	\$ 1,350.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	230	\$ 45.00	\$ 10,350.00
63301215	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE B	FOOT	30	\$ 115.00	\$ 3,450.00
67100100	MOBILIZATION	L.SUM	1	\$ 45,000.00	\$ 45,000.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$ 10.00	\$ 500.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,800	\$ 1.50	\$ 2,700.00
*NA	PAVER REMOVAL AND REINSTALL	SQ FT	100	\$ 45.00	\$ 4,500.00
*NA	ITEMS ORDERED BY ENGINEER	UNIT	25,000	\$1.00	\$ 25,000.00
*NA	LILAC TREE, 2.5"	EACH	2	695.00	\$ 1,390.00 -
*X0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	15	0.01	\$ 0.15 -
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L.SUM	1	15,000.00	\$ 15,000.00 -
*XX003668	PRECONSTRUCTION VIDEOTAPING	L.SUM	1	550.00	\$ 550.00 -
*XX009224	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1,225	60.00	\$ 73,500.00 -
*Z0013798	CONSTRUCTION LAYOUT	L.SUM	1	4000.00	\$ 4000.00 -
*Z0050100	REMOVE AND REERECT EXISTING HANDRAIL	FOOT	10	50.00	\$ 500.00 -
				**GRAND TOTAL BID PRICE	\$ 800,707.00

784,737.15

*Denotes Special Provision

**Please enter Total Cost on Bidder Summary Sheet

Proposer: Matt Marketti
 Firm Name: PT Ferro Construction Co
 Signed: [Signature]
 Title: President
 Dated: 12/20/2024



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p><u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p><u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p><u>ADDITIONAL INSURED ENDORSEMENTS:</u> <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. <p>Please note, the Archdiocese of Chicago *MUST* also be named additional insured.</p>	<p><u>LIABILITY UMBRELLA</u> (Follow Form Policy) <input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate <input checked="" type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate <input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p><u>PROFESSIONAL LIABILITY</u> <input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date <input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date <input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park 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. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 20 DAY OF December, 2024

Signature

Matt Marketti
Matt Marketti - President

Printed Name & Title

Authorized to execute agreements for:

PT Ferro Construction Co.

Name of Company



Thank you for your interest in the Village of Orland Park. Please be sure to review and comply with all specifications and requirements listed in the provided documents. Failure to comply with the stated requirements may deem your submittal non-responsive. Please be sure to "Follow" a solicitation to ensure notification of all subsequent related correspondence issued (addenda, clarifications, etc).

Addendum Description

Responses to Questions.

Notice Modifications

Notice Information

From Value

To Value

No entries

Category Modifications

Added Categories

No Categories Added

Removed Categories

No Categories Removed

Added Documents[A]

Document

Size

Uploaded Date

Language

Q&A Document 1..pdf [pdf]

2 Kb

12/06/2024 01:53 PM EST

English

Questions & Answers - 1

Project 24-069 - Old Orland Corrugated Metal Pipe (CMP) Replacement
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q1	<p>Question: Height Sizes Can we get a rough height to use for quoting purposes of the 8' Manhole?</p> <p>Answer: Same as above, the profile can be used to approximate the height of the structures for estimating purposes. Shop Drawings with final dimensions will be approved before structures are fabricated.</p>	12/04/2024
Q2	<p>Question: Profile drawing Are we to use the side profile at the bottom of the page to estimate the height of the structures in the field?</p> <p>Answer: Yes, the profile can be used to approximate the height of the structures for estimating purposes. Shop Drawings with final dimensions will be approved before structures are fabricated.</p>	12/04/2024
Q3	<p>Question: Directional Drilling What is being directionally drilled? Ductile or Plastic.</p> <p>Answer: Plastic pipe is expectable for directional boring.</p>	12/04/2024



Thank you for your interest in the Village of Orland Park. Please be sure to review and comply with all specifications and requirements listed in the provided documents. Failure to comply with the stated requirements may deem your submittal non-responsive. Please be sure to "Follow" a solicitation to ensure notification of all subsequent related correspondence issued (addenda, clarifications, etc).

Addendum Description

Amended Unit Price Sheet

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories

No Categories Added

Removed Categories

No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
RFP 24-069 - Unit Price Sheet AMENDED.xls [xls]	54 Kb	12/16/2024 03:22 PM EST	English

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

P.T. Ferro Construction Co.
700 South Rowell Avenue
Joliet, IL 60434

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

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

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

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

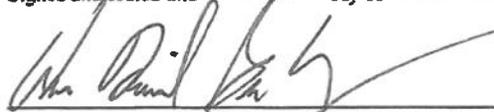
RFP #24-069 - Old Orland Corrugated Metal Pipe (CMP) Replacement

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of December, 2024


(Witness) Wm. David Berkeley

P.T. Ferro Construction Co.

(Principal)

By: 

(Title)

Matthew Marketti - President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title)

James I. Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and

Surety Company of America who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 20th day of December, 2024.





Notary Public

Sherry L Bacskai

My Commission expires: September 8, 2027



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

By: 
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

 
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this December 20, 2024




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



ORLAND PARK

RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

PROJECT DETAILS

Scope of Work

The Village of Orland Park requests bids for the replacement of a Corrugated Metal Pipe (CMP) that moves water underneath St. Michael's church parking lot, with a forty-two-inch (42") concrete pipe.

The project will have some unique challenges with Church services and the window of opportunity for work with the school summer break schedule.

The work will also include:

- installation of a storm sewer on Irving Ave.
- directional boring of an additional storm sewer to a backyard on Irving Ave.
- curb replacement
- sidewalk replacement
- asphalt replacement
- sod restoration
- parking lot closures and detour signage and planning
- working with the school and church to meet their needs within the parking lot during construction

All work will follow Village codes and specifications unless approved by Village staff.

Work can not start until June 9, 2025, and will need to be completed before the start of school on August 28, 2025.

LOCATION OF WORK AND SPECIFICATIONS:

The Proposal Specifications for this RFP #24-069 are attached as *Exhibit A and Exhibit B*.

Exhibit A- Special Provisions

Exhibit B – Project Plans

It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, exceed the proposed amount. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than the proposed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating



ORLAND PARK

RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.

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GENERAL PROVISIONS

The general requirements of the contract shall be in accordance with Section 100 of the "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" adopted by the Illinois Department of Transportation January 1, 2022, except as amended below.

Definitions

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Orland Park, Cook County, Illinois.

The term "OWNER" or "PROPERTY OWNER" whenever used in the contract documents shall be construed to mean St. Michael's Parish in Orland Park.

The term "ENGINEER" whenever used in the contract documents shall be construed to mean the Village Engineer of the Village of Orland Park or the appointed representative.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the VILLAGE or its appointed representative.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

The term "STANDARD SPECIFICATIONS" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 and "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2024, as amended; the "Standard Specifications for Traffic Control Items"; and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect; all issued by the State of Illinois, Department of Transportation.

Site Investigations and Conditions Affecting the Work

The BIDDER acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its costs, including but not limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The BIDDER also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if

any, as well as from the drawings and specifications made a part of the bidding documents. Any failure of the BIDDER to take the actions described and acknowledged in this paragraph will not relieve the BIDDER from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the VILLAGE.

Christopher B. Burke Engineering, Ltd. assumes no responsibility for any conclusions or interpretations made by the BIDDER based on information made available by Christopher B. Burke Engineering, Ltd. or the VILLAGE of the project. Nor does the VILLAGE or Christopher B. Burke Engineering, Ltd. Assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the acceptance of the bid offer and execution of the contract, unless that understanding or representation is expressly stated in the contract.

SPECIAL PROVISIONS FOR OLD ORLAND CMP REPLACEMENT PROJECT

Contract Time

The CONTRACTOR shall complete the work by August 15, 2025. Failure to complete the work on time shall result in liquidated damages in accordance with Section 108 of the Standard Specifications.

Specifications

The following Special Provisions supplement the STANDARD SPECIFICATIONS. These Special Provisions included herein apply to and govern the proposed improvement designated as OLD ORLAND CMP REPLACEMENT PROJECT, and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

Relevant Dates for the Project

Contractor should be aware of the following dates when bidding this project:

- Approximate Start of Work: June 9th, 2025
 - Work cannot begin prior to the last day of school on June 5th, 2025
- School In Session: August 18th, 2025
- Fall Fest Carnival: September 13th – September 23rd, 2025
 - No work allowed within the parking lot at this time, entire site must be restored and patched
- Completion Date
 - Substantial Completion Date: All hardscape work within St. Michael's Parking Lot Complete: August 15th, 2025
 - Final Completion Date: Tree Plantings may occur in Spring 2026 prior to April 15th.

Coordination with Property Owner

The CONTRACTOR shall provide the Resident Engineer and Property Owner, St. Michael's Church, with an anticipated schedule for the coming week prior to the end of the previous week. If necessary, the CONTRACTOR shall meet with the Property Owner to discuss any scheduling concerns. No additional compensation shall be made for coordination with the property owner.

Superintendent

The CONTRACTOR shall have on the site at all times, as the CONTRACTOR's agent, a competent

English-speaking superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or authorized representatives. The superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet. The CONTRACTOR shall be charged \$1000 each working day that the superintendent is not present when work is being performed by the CONTRACTOR, a SUB-CONTRACTOR, or a SUB-SUB- CONTRACTOR.

Maintenance of Existing Utilities

The CONTRACTOR shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, electric lines (private and public), cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The CONTRACTOR shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 811 or 1-800-892-0123 and the Village to mark the location of underground utilities.

Vandalism

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage.

Maintenance of Roadways

Beginning on the date that the CONTRACTOR begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the VILLAGE, but shall not include snow removal operations. Traffic control and protection for this work will be provided by the CONTRACTOR as required by the VILLAGE.

The work involved in maintaining the existing pavement will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection required for this work shall be paid for under the Traffic Control and Protection Pay Item.

If items of work have not been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the VILLAGE, will be paid for in accordance with Article 109.04 of the STANDARD SPECIFICATIONS.

Street Cleaning

Special attention shall be paid to Section 107.15 of the STANDARD SPECIFICATIONS. If the CONTRACTOR fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the VILLAGE and St. Michael's Church at the end of each day at any time during the contract, the VILLAGE will notify the CONTRACTOR at which time the CONTRACTOR will have 24 hours to respond. If the CONTRACTOR fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due to the CONTRACTOR.

Saint Michael's has the right to monitor and contact Orland Park if lot and/or property condition is not deemed satisfactory.

Public Convenience and Safety

In addition to the requirements of Article 107.09 of the STANDARD SPECIFICATIONS, the CONTRACTOR shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

During all construction operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control as suggested in the Staging Plan or as coordinated with the property owner and the VILLAGE.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval of the VILLAGE.

CONTRACTOR should provide an anticipated weekly schedule to the Resident Engineer and St. Michael's Church (the Property Owner) prior to the end of the previous week. All coordination with the St. Michael's Church (the Property Owner) shall not be paid for separately but shall be included in the cost of the contract.

The job site will need to be cleaned at the end of each day and be free of debris over the weekends to accommodate St. Michael's mass schedule.

Water Supply and Usage

Construction water for the proposed improvements will be available to the CONTRACTOR at the Village Orland Park Public Works located at 15655 Ravinia Avenue, Orland Park, Illinois.

Construction Debris

EFFECTIVE OCTOBER 18, 1999

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

“The CONTRACTOR shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the CONTRACTOR for 3 years.

Special/Non-Special Waste Policy Not Specifications

In accordance with the Special Waste Assessment Screening Criteria Report (per IDOT's Special Waste Procedures for Local Highway Improvements) as well as general history provided by the OWNER, Special Waste and Non-Special Waste (designated as “Waste” for the remainder of this Policy) are not anticipated to be encountered during work performed as part of this Contract.

If the CONTRACTOR encounters materials within the project limits that the CONTRACTOR believes may be classified as Waste, the CONTRACTOR will immediately halt work that may disturb the possible Waste and immediately notify the ENGINEER and the Owner. None of the possible Waste will be removed from the jobsite prior to the Engineer's approval. The CONTRACTOR will protect the jobsite from potential contamination from the possible Waste. Standard Specification Article 104.03 will apply.

The contractor will have to test the material to determine if the possible Waste meets the criteria of Waste. If the materials testing service classifies the material as Waste, the CONTRACTOR and the Owner will use Standard Specifications Section 669 as the basis for dealing with the Waste materials.

IEPA Clean Construction and Demolition Debris (CCDD)

All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. **All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract.** These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, and State and local tipping fees.

The CONTRACTOR shall submit copies of all dump debris tickets to the ENGINEER

Liquidated Damages

Time is of the essence in this contract. CONTRACTOR agrees that damages are difficult to determine, given the scope of the project. In the event the project is not completed by the date of completion, the CONTRACTOR agrees that the VILLAGE shall deduct from the payments due the CONTRACTOR each month the sum listed (checkbox indicates deduction method) below, not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the CONTRACTOR, and, in case such damage shall exceed the amount of all moneys due or to become due the CONTRACTOR, the CONTRACTOR or his surety shall pay the balance to the VILLAGE. Payments shall be made in the same manner as the liquidated damages. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.



CONTRACTOR shall be liable and shall pay to the VILLAGE the sum of \$1,300 per working day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Trench Backfill, Special

Description. This work shall consist of furnishing, transporting, and installing aggregate for use as backfilling material for all trenches made in the sub-grade of the proposed improvement, and all trenches outside of the sub-grade where the inner edge of the trench is closer than two feet to the edge of the proposed pavement, curb, or sidewalk. This work shall be done in accordance with Section 208 of the Standard Specifications, except as modified herein. **Using the bucket of the backhoe to compact trench materials is strictly**

forbidden.

Water Main / PVC Sewer:

Material used for water main installation shall be of CA-7 or CA-11 gradation from the bottom of the bedding material to one-foot above the proposed water main pipe; trench backfill material shall be CA-6 from one-foot above the proposed water main pipe to finished grade to match existing adjacent finished grade elevations. All trench backfill material shall meet the requirements of Article 1004.04 of the Standard Specifications, except slag will not be allowed. The trench backfill shall be compacted in accordance with Method 1 described in Article 550.07 of the Standard Specifications. Method 2 (ponding) and Method 3 Jetting) will not be allowed.

RCP Sewer:

Material used for storm sewer installation shall be of CA-7 or CA-11 gradation from the bottom of the bedding material to the spring line of the proposed storm sewer pipe; trench backfill material shall be CA-6 from the spring line of the proposed storm sewer pipe to finished grade to match existing adjacent finished grade elevations. All trench backfill material shall meet the requirements of Article 1004.04 of the Standard Specifications, except slag will not be allowed. The trench backfill shall be compacted in accordance with Method 1 described in Article 550.07 of the Standard Specifications. Method 2 (ponding) and Method 3 Jetting) will not be allowed.

'All TRENCH BACKFILL, SPECIAL shall be paid for installation of aggregate to the finished grade to match existing adjacent finished grade elevations. This work shall also include the excavation and proper disposal of trench backfill material as needed to construct the temporary or final pavement.

Method of Measurement and Basis of Payment. This work shall be measured and paid for in accordance with Article 208.03 of the Standard Specifications at the contract unit price per CUBIC YARD for TRENCH BACKFILL, SPECIAL, which price shall include all labor, material, and equipment necessary to complete the work as specified herein, including all installation and any removal required to construct the proposed improvements.

Bedding material shall be considered incidental to the installation of the pipe and will not be paid for separately.

Portland Cement Concrete Sidewalk 5 Inch

Description. This work shall consist of replacing Portland cement concrete sidewalk on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications with the following alterations.

Construction Requirements. Sidewalks shall be placed on 2-inches of Subbase Granular Material, Type B. Expansion joints shall be placed at intervals of not more than 50 feet. At driveway apron locations, the depth of concrete shall be increased to 7-inches. All required

excavation shall be included.

Method of Measurement. Portland cement concrete sidewalk will be measured for payment in place, and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, which price shall include all required expansion joints, special texturing, variable height edge treatment at sidewalk ramps, compacted subbase granular material, and required excavation.

Portland Cement Concrete Steps Removal and Replacement

Description. This work shall consist of replacing Portland cement concrete steps on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications with the following alterations.

Construction Requirements. All required removal and excavation shall be included. Concrete steps should meet all requirements of the detail included in the plans.

Method of Measurement. Portland cement concrete steps will be measured for payment in place, and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE STEPS REMOVAL AND REPLACEMENT, which price shall include all required expansion joints, grading, layout, compacted subbase granular material, and required excavation.

Storm Sewer 12" (Directional Bore)

Description. This work shall consist of trenchless pipe installation by means of directional boring, which shall be constructed in accordance with the applicable portions of Section 561 of the STANDARD SPECIFICATIONS and the WATER AND SEWER SPECIFICATIONS except as modified herein.

Submittals. Submit for Engineer's review material certification, product descriptions and catalog cut sheets, method of joining and detailed description of directional boring plan. Pits required to perform the work shall also be described in detail.

General. Provide hydraulically or pneumatically operated, fluid-assisted, remote guided boring system capable of installing pipe indicated on the Drawings by trenchless methods.

- 1) Provide compressors, pumps, apparatus, tools and all devices certified as suitable by the system manufacturer to install the new pipe without damaging or stressing the pipe.

- 2) Provide recovery system that will recover bentonite slurries or other drilling fluids without releasing the slurry onto the surrounding ground or water surfaces.
- 3) Provide certification from pipe manufacturer that the proposed material and strength classification is appropriate for application.

US Pipes TR Flex Restrained Ductile Iron Pipe (DIWM) and joints for horizontal directional drilling applications, or approved equal, conforming to ANSI A21.51/AWWA C151. The exterior of the pipe and fittings shall be coated with an asphaltic coating per ANSI A21.51/AWWA C151 for ductile iron pipe.

Directional boring shall be performed by experienced and qualified personnel with specialized equipment utilizing steerable tunneling systems capable of creating a bore hole and then pulling the utility back through the bore hole. Slurry shall be used to stabilize the walls of bore hole as required and to reduce frictional drag on the piping being installed.

Pipe Installation.

Install pipe by directional boring methods. Install ductile iron pipe by pulling the pipe into place.

Provide winch systems designed to protect structures, provide directional stability, and pull pipe from insertion point to exit point without causing damage to the pipe being inserted.

Insert pipe in a continuous operation from point to point.

Provide lubricants as specified by pipe manufacturer to avoid stressing of pipe beyond its elastic limit during insertion.

Drill Path Survey and Potholing shall be provided by the Contractor to locate existing service lines and utilities prior to installing storm sewer. All such exploratory excavations shall utilize a vacuum truck to minimize disturbance to the surface and the existing utilities. The Contractor shall properly dispose of all material removed and shall be disposed of off-site.

Provide silencers, mufflers, or other devices required to reduce noise from compressors and other equipment to meet limits as outlined by Village Ordinance.

Provide pipe insertion pits necessary for complete installation of pipe.

In general, position pits at the end of the pipe specified for directional boring as indicated on the Drawings in the least disruptive location whenever possible.

Provide additional pits as required to install new pipe.

Provide all traffic control, barricades, flagmen, and other items at insertion pit areas as necessary to complete the work.

Measurement and Payment. This work will be paid for at the contract unit price per foot for **STORM SEWER 12" (DIRECTIONAL BORE)** which price shall include storm sewer, boring/installation and receiving/exit pits, potholing and all components necessary for the installation of the sewer.

Catch Basis, Manholes, or Inlets

Description. This work shall consist of constructing catch basins, manholes and inlets with frames and grates or lids in accordance with Section 602 of the Standard Specifications, the details on the plans and as specified herein.

Construction Requirements. Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the Standard Specifications.

In addition to the requirement of Section 602 of the Standard Specifications the Contractor is required to construct a Portland Cement Concrete pavement patch between the new frame and the existing pavement 6" thick minimum in accordance with Article 442.05 (c) of the Standard Specifications.

All structures in the roadway shall be installed with chimney seals.

The Contractor is responsible for tying in all existing storm sewers to the proposed structure. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered incidental to this pay item. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the Contractor at no cost to the Village. In addition, the Contractor will be responsible for determining which structures require precast concrete flat slab tops in accordance with Standard Drawing 502601. Flat slab tops will only be allowed where a conical section cannot be installed due to a lack of clearance. In locations where proposed drainage structures are to be placed in the same location as the existing drainage structure, removal of the existing structure shall be considered incidental to this item.

The special frame and grate used in the gutter shall be either East Jordan Iron Works, Inc. 1450 Frame and Type M Flat Grate or an approved equal.

All lids shall have the word "Village of Orland Park" cast into them. Lids for sanitary manholes shall have the word "SANITARY" cast into them. Lids for storm sewer manholes shall have the word "STORM" cast into them. Lids for water manholes shall have the word "WATER" cast into them. Frames and lids shall be EJIW.

Basis of Payment. Drainage structures shall be paid for at the contract unit price per each for CATCH BASINS, MANHOLES or INLETS of the type, diameter and frame and grate specified which price will include all excavation, removal of the existing structure, backfilling, sand cushion, flat slab tops (when required), P.C.C. pavement patch, and existing sewer connections required to complete the work.

Paver Removal and Reinstall

This work shall consist of removing the existing brick pavers prior to beginning construction. The brick pavers shall be cleaned and palletted. Cleaning shall consist of removing all debris, mud, markings, etc. with water and a brush.

Upon completion of paving the parking lot a one-inch (1") layer of sand, gradation FA-2 shall be constructed. The one (1") layer of sand shall be compacted with a hand compactor so that the finish is free of all undulations, ruts, tire mark and depressions. Prior to the placement of the brick pavers the ENGINEER shall visual inspect the portion of walkway to receive the brick pavers. The CONTRACTOR shall repair any area deemed necessary by the ENGINEER by adding additional sand and compacting the area.

The pattern of the brick pavers shall be identical to the pre-existing condition of the walkway prior to construction. Any damaged brick pavers shall be disposed of and will not be permitted to be installed. The ENGINEER shall inspect the brick pavers prior to installation. Any brick pavers deemed unsuitable for installation shall be properly disposed of. If a shortfall of brick pavers is encountered, the CONTRACTOR shall furnish additional brick pavers to match the existing brick pavers. No additional compensation will be made for transporting and installing additional brick pavers required, but it shall be included in the unit cost for PAVER REMOVAL AND REINSTALL.

This work will be paid for at the contact unit price per square foot for PAVER REMOVAL AND REINSTALL, which price shall be payment in full for removing, cleaning, stacking, transporting and installing the brick pavers, transporting and installing additional brick pavers if required, furnishing and installing the bedding layer of sand and all labor, equipment and materials necessary to complete the as specified herein.

Items Ordered by the Engineer

Description. This item will be used at the discretion of the ENGINEER for items including, but not limited to, landscaping / decorative landscaping (or other restoration), unforeseen sewer repairs, sprinkler repairs, or additional utility adjustments as determined in the field by the Engineer.

Basis of Payment. This work will be paid for in units of one dollar (\$1.00) under ITEMS ORDERED BY THE ENGINEER. Before work begins, the ENGINEER and the CONTRACTOR

shall agree to the amount to be paid for each item of work.

Drainage Structure to be Removed

Description. This work shall consist of removing and disposing of existing manholes, catch basins, inlets, and water valves in accordance with Section 605 of the Standard Specifications and as specified herein.

Construction Requirements. In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed of sufficient size to both remove the structure and to construct the replacement structure. If a new structure is not to be installed at the same location, excavated areas around the structure shall be backfilled with compacted CA-7. This backfill shall be included in the cost for DRAINAGE STRUCTURE TO BE REMOVED.

Basis of Payment. This work shall be measured and paid for at the contract unit price per each for DRAINAGE STRUCTURES TO BE REMOVED. The word STRUCTURE shall be understood to mean manhole, catch basin, inlet, and water valves as the case may be.

Traffic Control and Protection, (SPECIAL)

The Traffic Control and Protection shall meet the requirements of Section 701, Work Zone Traffic Control and Protection, of the STANDARD SPECIFICATIONS.

701.01 Description. Shall be replaced with the following:

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the STANDARD SPECIFICATIONS, or as directed by the VILLAGE.

The governing factor in the execution and staging of work for this project is to provide pedestrians and the motoring public with the safest possible travel conditions along the roadway through the construction zone. The CONTRACTOR shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelized devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

701.04 General. Article 701.04 shall include the following:

The CONTRACTOR is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The CONTRACTOR shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The CONTRACTOR shall immediately remove, cover or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the CONTRACTOR elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the VILLAGE.

The CONTRACTOR shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the ENGINEER, the CONTRACTOR shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the CONTRACTOR. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the ENGINEER.

The CONTRACTOR shall ensure that all traffic control devices installed by him are operational, functional and effective 24-hours a day, including Sundays and holidays.

The CONTRACTOR shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The CONTRACTOR shall dispatch men, materials, and equipment to correct any such deficiencies. The CONTRACTOR shall respond to any call from the Village or its representative concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the VILLAGE. All roads shall remain open to traffic, the CONTRACTOR, may close one lane due to construction only between the hours of 9:00 a.m. and 3:00 p.m. on two lane roads, and shall maintain at least one lane in each direction on four or more lane roads,

during the construction of this project. The CONTRACTOR shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

On two lane roads, the CONTRACTOR is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The CONTRACTOR shall remove all equipment from the shoulders and medians after work hours.

No road closures or restrictions shall be permitted except those covered by Standard Designs without written approval by the VILLAGE.

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the worker in the construction zone. The CONTRACTOR is expected to comply with the STANDARD SPECIFICATIONS, contract plans, these Special Provisions, and directions from the VILLAGE concerning traffic control protection. The CONTRACTOR shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The CONTRACTOR shall immediately respond correcting traffic control deficiencies by dispatching men, materials and equipment to correct such deficiencies.

If the CONTRACTOR fails to begin corrections to the traffic control deficiencies within two (2) hours of the initial attempt of notification by the Village or its representative or fails to restore the traffic control and protection compliance with the specifications within eight (8) hours of the original attempt of notification, the ENGINEER may execute such work as deemed necessary to correct the deficiencies. The cost thereof shall be deducted from monies due or which may be due the CONTRACTOR.

Failure to comply with directions from the VILLAGE for corrections or modifications to the traffic control and protection will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The CONTRACTOR shall not be relieved of any contractual responsibilities by the Village's action.

Delays to the CONTRACTOR caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

If the ENGINEER, shall require additional traffic control to be installed in accordance with standards and/or designs other than those included in the Plans. The standards and/or designs will be made available to the CONTRACTOR at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the STANDARD SPECIFICATIONS.

Revisions in the phasing of construction or maintenance operations, requested by the CONTRACTOR, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown on the contract shall be submitted by the CONTRACTOR for approval by the VILLAGE. No additional payment will be made for a CONTRACTOR requested modification. In the event the sum total value of all work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1 + (X - 0.1)]$$

Where "P" is the contract price for Traffic Control and Protection

Difference between original and final sum total
value of all work items for which traffic

Where "X" = control and protection is required.

Original sum total value of all work for
which traffic control and protection is required.

The value of the work items used in calculating the increase and decrease will include only items which have been added to or deducted from the contract under Article 104.02 of the STANDARD SPECIFICATIONS and only items which require use of Traffic Control and Protection.

In the event the VILLAGE cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 104.02 of the STANDARD SPECIFICATIONS.

"701.07 Drop-offs" shall include the following:

Any drop off greater than three inches, but less than six inches, within eight feet of the pavement edge shall be protected by Type 1 or 2 barricades equipped with mono-directional steady burn lights at 100-foot center to center spacing. If the drop off within eight feet of the pavement edge exceeds six inches, the barricades mentioned above shall be placed at 50-foot center to center spacing. Barricades that must be placed in excavated areas shall have a leg extension installed such that the top of the barricade is in compliance with the height requirements of Standard 701901.

"701.14 Signs" shall include the following:

Construction signs referring to daytime lane closures during working hours shall be removed, covered, or turned away from the view of the motorists during non-working hours.

"701.15 Traffic Control Devices" shall include the following:

Type 1 and Type 2 Barricades shall not be intermixed within an individual string of barricades. Type 3 Barricades shall be used for road and lane closures and shall not be used for channelization or delineation.

All Type 1 and Type 2 barricades shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 1,000 feet, one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type 1 or 2 and equipped with a flashing light.

"701.15 Traffic Control Devices" section "(d)" Vertical Panels, add the following:

All vertical panels shall be equipped with a steady burn light when used during the hours of darkness unless otherwise stated herein or in the Plans.

701.19 Method of Measurement. Is replaced in its entirety by the following:

These items of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating and removing the traffic control devices required in the Plans and these Special Provisions.

701.20 Basis of Payment. Is replaced in its entirety by the following:

This work will be paid for at the contract lump sum price for **TRAFFIC CONTROL AND PROTECTION, (SPECIAL)** which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the Plans and Specifications.

The salvage value of the materials removed shall be reflected in the bid price for this item.

Preconstruction Video Taping

Description. This work consists of providing high quality color video and audio recording of construction areas prior to the start of construction, including coverage of all areas that will be affected by the construction or installation of pipelines such as streets, driveways, sidewalks, fences, trees or plantings, or other items that may be damaged or have to be removed and replaced as part of the construction.

The Contractor shall provide high energy, high quality, color videos in digital format. Each video shall begin with current date, project name, and Owner, followed by descriptions of the general location, street names, addresses, and data that describes location and subject of viewing. The video shall be taped at a rate of speed not exceeding 48 feet per minute (0.5 MPH) and panning rates and zoom-in or zoom-out rates shall be controlled to provide clarity of object during playback. The finished product shall be provided with bright, sharp, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio shall have proper volume and clarity. All recording shall be done at good times of visibility, and when no more than 10 percent of snow or fallen leaf cover is present. The areas shall not be recorded earlier than 6 months prior to the start of construction.

If a drone is to be used, the property owner will need to be notified ahead of time to avoid flights over people. The operator would need to be FAA Part 107 certified.

St. Michael's Church will need to be notified 48 hours prior to any videotaping occurring. If school is in session, the CONTRACTOR should coordinate with St. Michael's so that drones avoid flying over students / people wherever possible.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit LUMP SUM price for PRECONSTRUCTION VIDEO TAPING.

Class D Patches, 6" (SPECIAL)

This work shall consist of removal and replacement of existing pavement at locations as directed by the Engineer. This work shall be done in accordance with Section 442 of the Standard Specifications except that the four types, namely Type I, Type II, Type III and Type IV have been combined under the pay item Class D Patches, Special.

The existing pavement including the base and bituminous surface shall be removed to a depth of six (6) inches below the bituminous surface after the grind and replaced with 6" binder, as specified in Section 406. The surface of the patch shall meet the surface of the bituminous surface after the grind. No patch shall be left open for more than 24 hours.

All holes, soft places and other defects in the subbase or subgrade shall be corrected by the Contractor by removing the unsuitable material, adding more bituminous mixture as

specified herein in conformance with Section 406.

This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, 6" (SPECIAL) which price shall include the sawcut removal of the existing pavement base and bituminous surface and sub-grade as directed by the engineer and the placement and compaction of the specified bituminous mixture up to the existing bituminous surface.

Construction Layout

The ENGINEER will provide adequate reference points to the baseline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and materials to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR's layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the CONTRACTOR

- a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the CONTRACTOR's responsibility to tie in baseline control points in order to preserve them during construction operations.

- b. The CONTRACTOR shall be responsible for locating and marking the limits

of the project prior to the installation of silt fence.

- c. At the completion of the grading operations, the CONTRACTOR will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the ENGINEER.
- d. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in accepted form.
- e. The CONTRACTOR will need to survey the Depressional Storage Area behind 14449 Irving Ave and provide the survey to the ENGINEER so that they may set the invert of the proposed Flared End Section.

Method of Measurement: No separate measurement will be made for CONSTRUCTION LAYOUT.

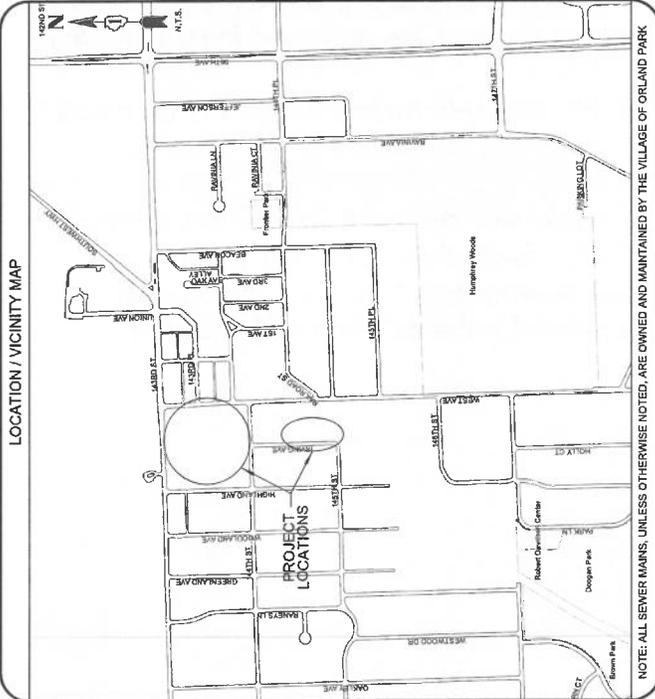
Basis of Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project.

Exhibit B – Project Plans
 RFP #24-069 – Old Orland
 Corrugated Metal Pipe (CMP)
 Replacement

OLD ORLAND CMP REPLACEMENT ORLAND PARK, ILLINOIS

INDEX

- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 SUMMARY OF QUANTITIES
- 4 ALIGNMENT, TIES AND BENCHMARK PLAN
- 5 REMOVAL PLAN
- 6 STORM SEWER PLAN AND PROFILE
- 6-1 STORM PARK PROPOSED PLAN
- 7 STURDING PLAN
- 8 CONSTRUCTION DETAILS
- 10-12



IDOT STANDARDS

800001-08	STANDARD SYMBOLS, ABBREVIATIONS & PATTERNS
280001-07	TEMPORARY EROSION CONTROL SYSTEMS
442201-03	CLASS C AND D PATCHES
802906-11	MANHOLE TYPE A 6' DIAMETER
802916-09	MANHOLE TYPE A 8' DIAMETER
802901-06	PRECAST REINFORCED CONCRETE FLAT SLAB TOP
701501-08	URBAN LANE CLOSURE 2L 2W UNDIVIDED
701701-10	URBAN LANE CLOSURE MULTI-LANE INTERSECTION
701801-06	LANE CLOSURE MULTILANE 1W OR 2W CLOSURE OR SIDEWALK CLOSURE
701901-08	TRAFFIC CONTROL DEVICES

BENCHMARK

SEE ALIGNMENT, TIES, AND BENCHMARKS SHEET

LOCATION

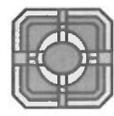
CALL JULIE 811
 WITH THE FOLLOWING:
 ADDRESS: _____
 COUNTY: _____
 CITY/TOWNSHIP: _____
 48 HOURS BEFORE YOU DIG
 TO LOCATE UTILITIES & RECORDS

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL ASPECTS OF CONSTRUCTION MEANS/METHODS OF CONSTRUCTION

CONSTRUCTABILITY REVIEW BY

ENGINEER: _____ DATE: _____
 JAMES F. AMELIO, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 OF ILLINOIS
 ILLINOIS REGISTRATION NO.: 062-960779
 EXPIRATION DATE: 11/30/25

REFERENCED BY: _____ DATE: _____
 KRISTEN MARQUE
 REFERENCER



CLIENT:

ORLAND PARK

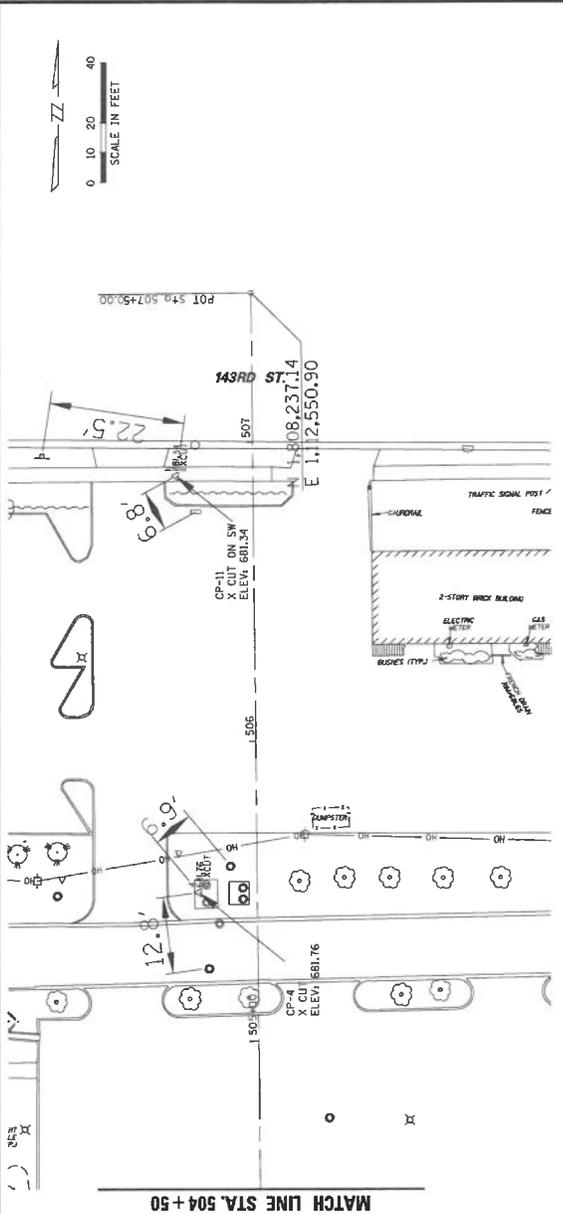
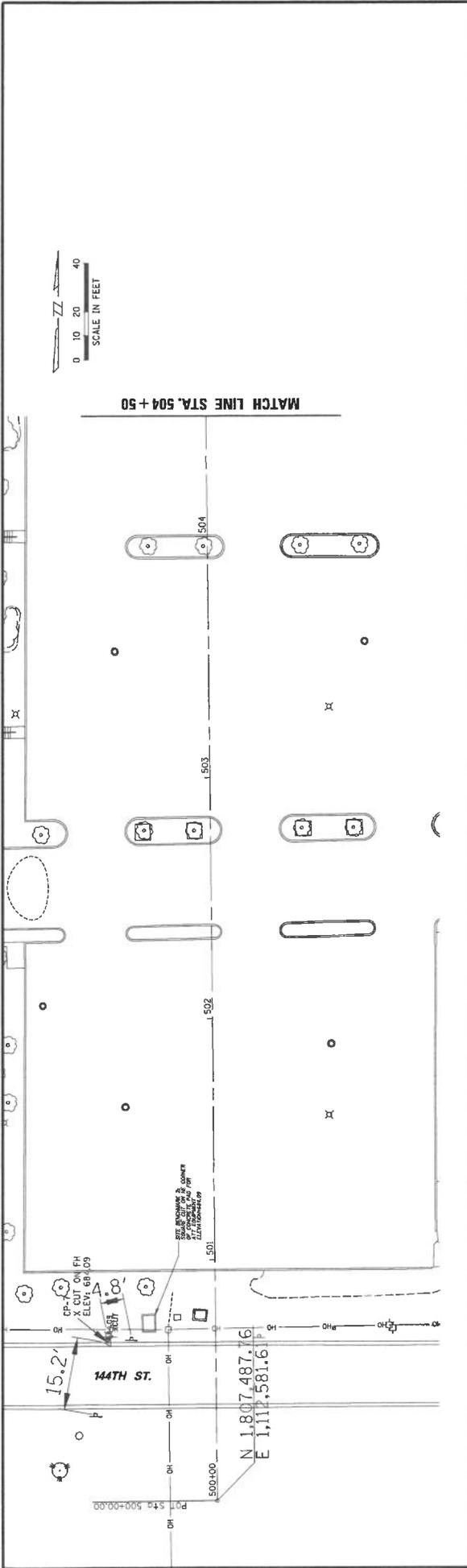
CB
 CHRISTOPHER B. BURKE ENGINEERING, LTD
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (647) 823-4530
 PROFESSIONAL DESIGN FIRM NO.: 184-001175
 EXPIRATION DATE: 04/30/25

SUMMARY OF QUANTITIES

ITEM NO.	ITEM	UNIT	PARKING LOT QUANTITY	IRVING AVE QUANTITY	TOTAL PROJECT QUANTITY
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	60	0	60
20200600	EARTH EXCAVATION	CU YD	50	200	250
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	1350	350	1700
21101505	TOPSOIL FURNISH AND PLACEMENT	CU YD	20	15	35
20101100	TREE TRUNK PROTECTION	EACH	6	1	7
25000110	SEEDING, CLASS 1A	ACRE	0.03	0.01	0.04
25100630	EROSION CONTROL BLANKET	SY	290	50	340
28000510	INLET FILTERS	EACH	9	2	11
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SF	115	0	115
*42400200	PORTLAND CEMENT CONCRETE STEPS REMOVAL AND REPLACEMENT	SF	125	0	125
44000300	CURB REMOVAL	LF	530	30	560
44000600	SIDEWALK REMOVAL	SF	115	0	115
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION, 12" (WITH RIPRAP)	EACH	0	1	1
55100400	STORM SEWER REMOVAL 10"	FOOT	10	0	10
55100500	STORM SEWER REMOVAL 12"	FOOT	85	0	85
55100700	STORM SEWER REMOVAL 15"	FOOT	50	0	50
55101900	STORM SEWER REMOVAL, 48"	FOOT	680	0	680
550A0040	STORM SEWERS, CLASS A, TYPE 1 10"	FOOT	10	0	10
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	90	260	350
550A0190	STORM SEWERS, CLASS A, TYPE 1 48"	FOOT	560	0	560
550A4710	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 48"	FOOT	120	0	120
550B0070	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	50	0	50
*55200200	STORM SEWER DIRECTIONALLY DRILLED, 12"	FOOT	0	130	130
*60200105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	2	5
*60201105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME & GRATE, OPEN LID	EACH	1	0	1
*60218400	MAN HOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	0	1
*60218400	MAN HOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	10	0	10
60600605	CONCRETE CURB, TYPE B	LF	30	0	30
60603500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06	LF	30	0	30
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	200	30	230
63301215	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE B	FOOT	30	0	30
67100100	MOBILIZATION	LSUM	0.8	0.2	1
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	0	50
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1800	0	1800
*NA	PAVER REMOVAL AND REINSTALL	SQ FT	100	0	100
*NA	ITEMS ORDERED BY ENGINEER	UNIT	20000	5000	25000
*NA	LILAC TREE, 2.5"	EACH	2	0	2
*X0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	13	2	15
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	0.8	0.2	1
*XX003668	PRECONSTRUCTION VIDEOTAPING	LSUM	0.8	0.2	1
*XX009224	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1075	150	1225
*Z0013798	CONSTRUCTION LAYOUT	LSUM	0.8	0.2	1
*Z0050100	REMOVE AND REERECT EXISTING HANDRAIL	FOOT	10	0	10

*INDICATES SPECIAL PROVISION

 CHRISTOPHER B. BURKE ENGINEERING, LTD. 8676 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (647) 822-0500	CLIENT ORLAND PARK CHAD PARK, IL 0442	DESGN. CHD. WBL. LWF 11/15/2024	TITLE: OLD ORLAND CMP REPLACEMENT SUMMARY OF QUANTITIES
		NO. DATE FILE NAME IN:\ORLAND\B005\ORLAND_0808.dwg	REVISION NATURE OF REVISION CHD. MOREL
PROJ. NO. 18-0188 DATE: 11/15/2024 SHEET: 3 OF 12 DRAWING NO. QUA			



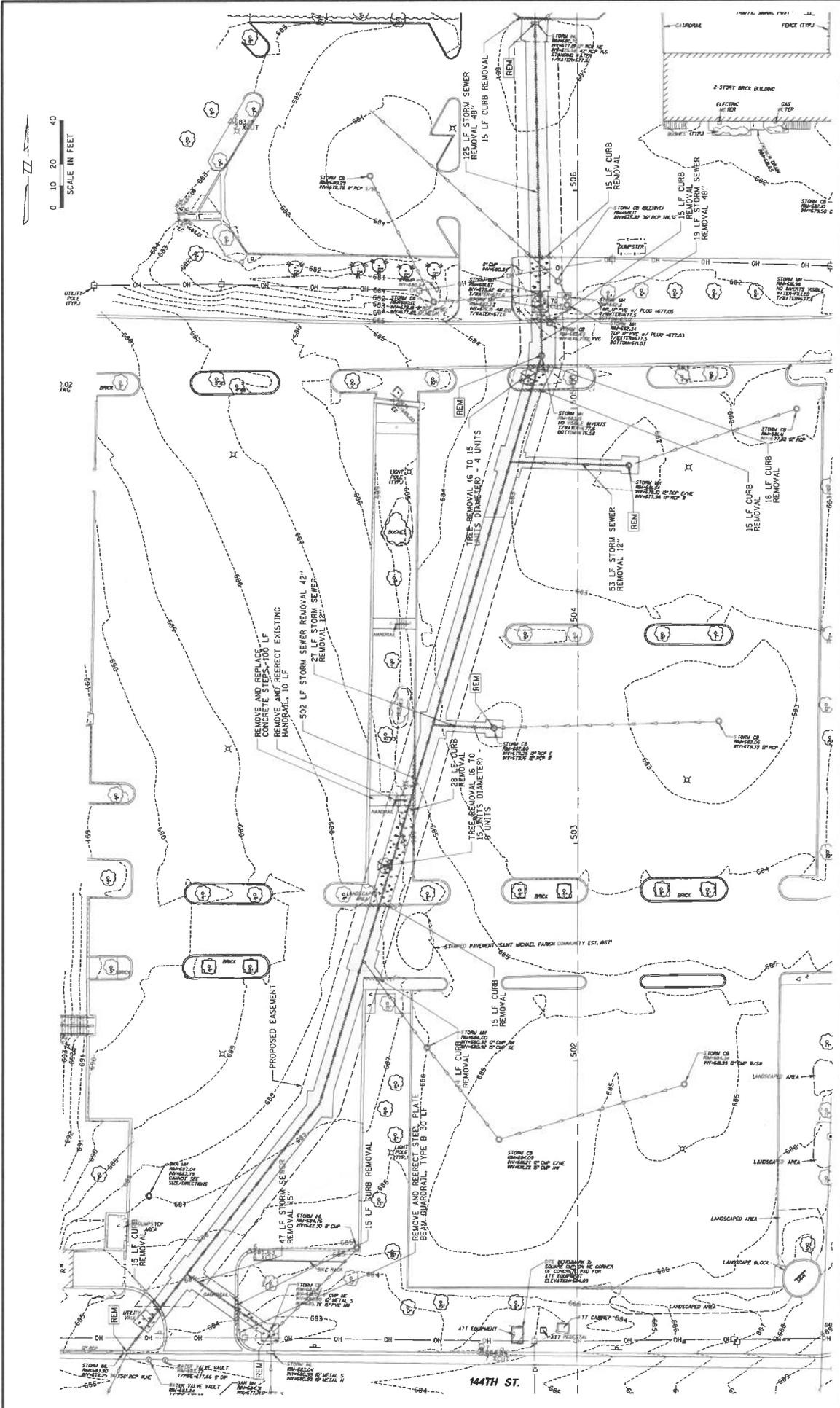
ELEVATION BENCHMARKS	
NO.	DESCRIPTION
2	SQUARE CUT ON NE CORNER OF CONCRETE 684.09 PAID FOR A.T.T. EQUIPMENT

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

ORLAND PARK
 14700 Executive Avenue
 Orland Park, IL 60462

DESIGN	WBL	TITLE	PRJ. NO. 18-0189
CHGO.	ELM	OLD ORLAND CMP REPLACEMENT	DATE: 11/15/2024
SCALE	20'	ALIGNMENT, TIES AND BENCHMARK	SHEET 4 OF 12
PLT DATE: 11/12/2024	DATE: 11/12/2024	PLAN	DRAWING NO.
USER: JTB	USER: JTB		
DATE: 11/12/2024	DATE: 11/12/2024		
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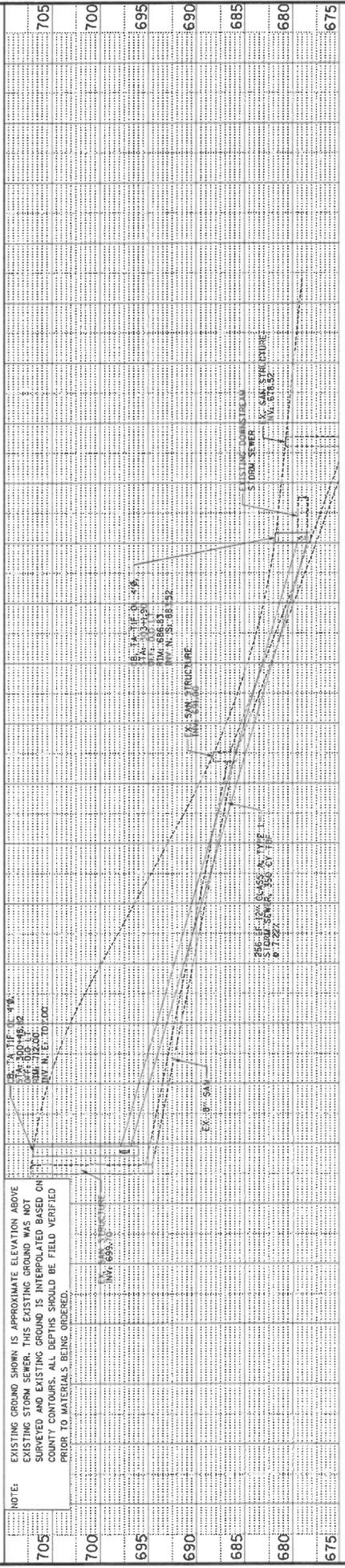
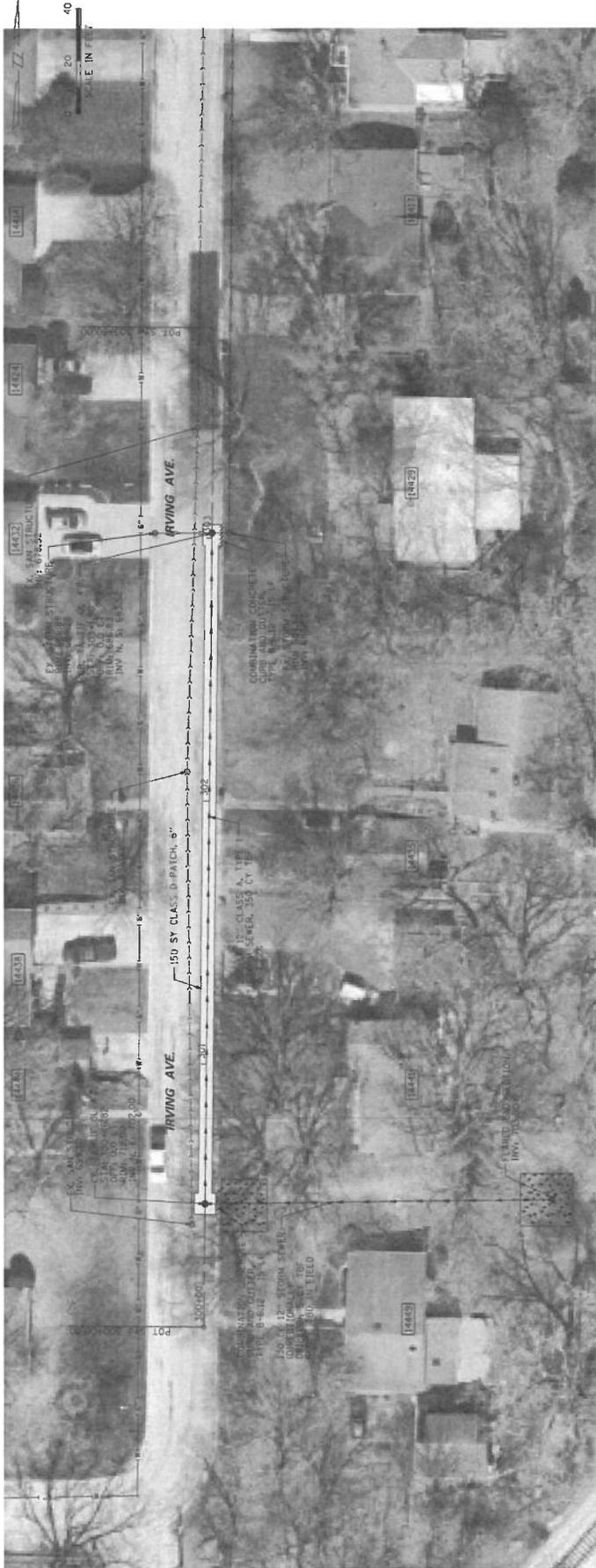
CLIENT: **ORLAND PARK**



ORLAND PARK 1000 ORLAND PARK, IL 60462		CLIENT CHRISTOPHER B. BURKE ENGINEERING, LTD. 9975 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 822-0500	
TITLE OLD ORLAND CMP REPLACEMENT REMOVAL PLAN		PROJ. NO. 15-0199 DATE 1/15/2024 SHEET 5 OF 12 DRAWING NO. REM-1	
DESIGNER WBL WBL	DATE 1/15/2024	REVISION NATURE OF REVISION FILE NAME	DATE 1/15/2024



144TH ST.

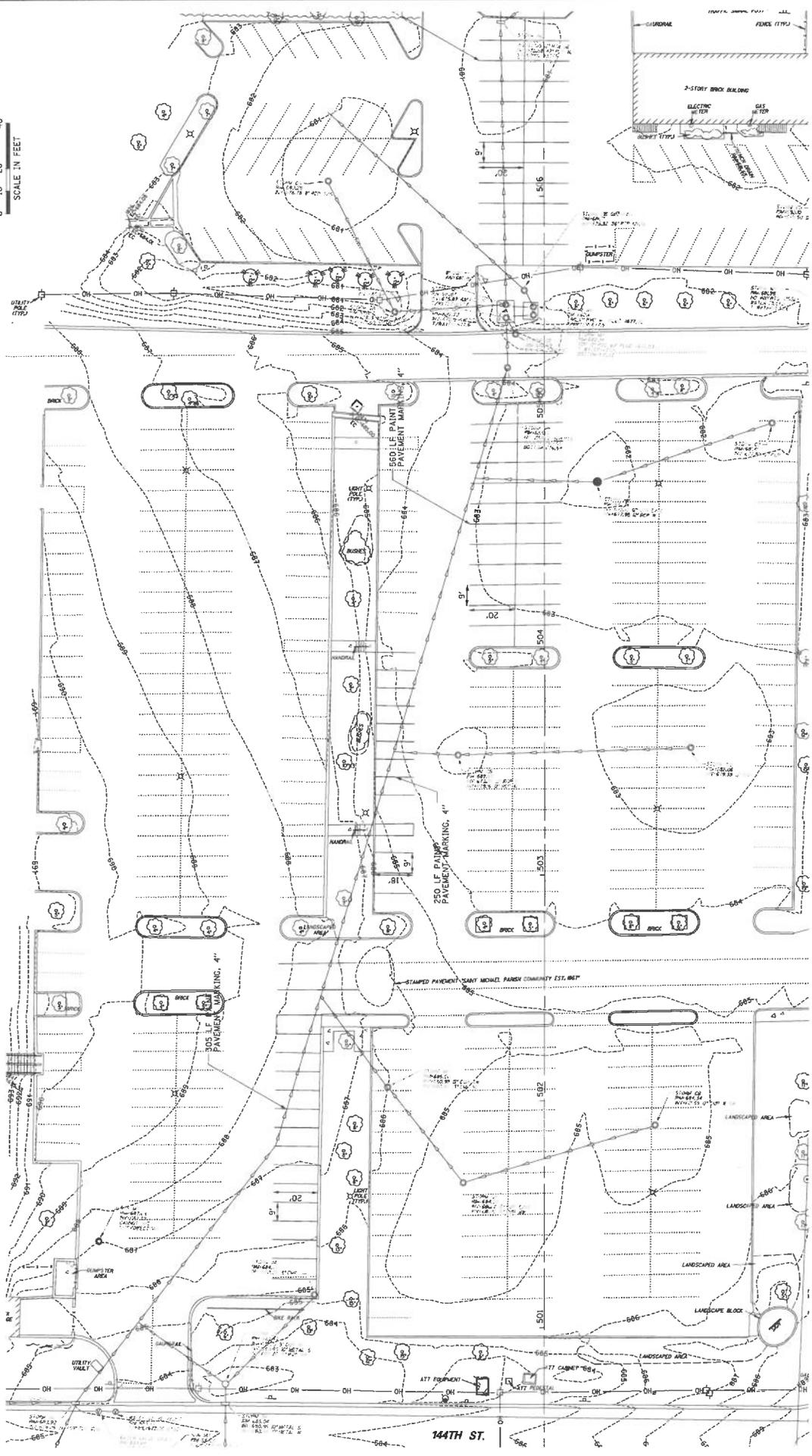


NOTE: EXISTING GROUND SHOWN IS APPROXIMATE ELEVATION ABOVE EXISTING STORM SEWER. THIS EXISTING GROUND WAS NOT SURVEYED AND EXISTING GROUND IS INTERPOLATED BASED ON COUNTY CONTOURS. ALL DEPTHS SHOULD BE FIELD VERIFIED PRIOR TO MATERIALS BEING ORDERED.

PROJ. NO. 180099	TITLE
DATE: 11/15/2024	ST. MICHAELS CMP REPLACEMENT
SHEET 8 OF 12	STORM SEWER PLAN AND PROFILE
DRAWING NO. SPP-3	

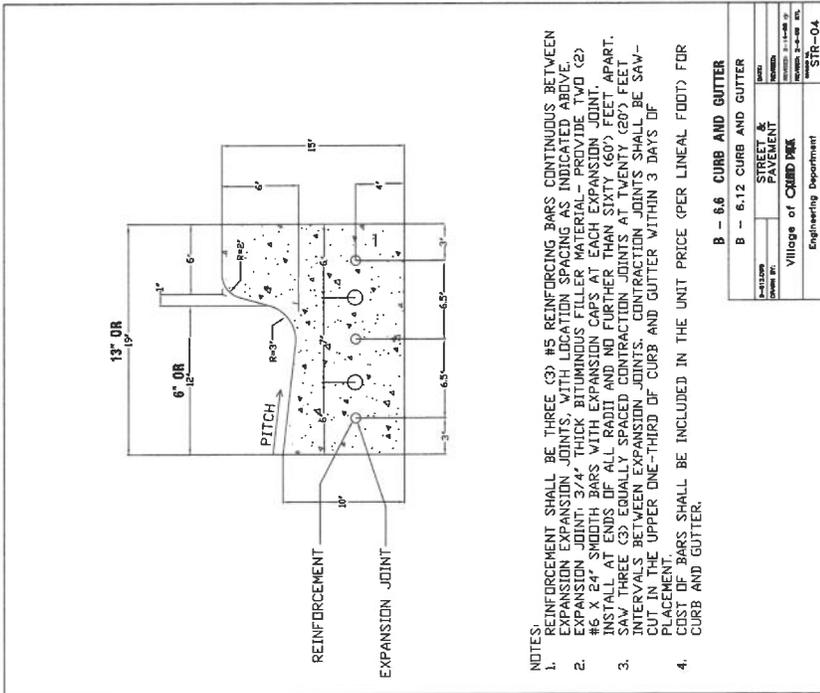
DESIGNER: WBL	DATE: 11/15/2024
CHECKED: LUP	SCALE: 20'
SCALE: 20'	PLOT DATE: 11/15/2024
NATURE OF REVISION	NO. DATE
FILE NAME: N:\384\MP\180099\384\MP\180099-01.dwg	FILE NAME

<p>ORLAND PARK 14700 Ravenna Avenue Orland Park, IL 60462</p>	<p>CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500</p>
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ORLAND PARK 144TH ST. & W. HIGGINS RD. ORLAND PARK, IL 60462		CLIENT CHRISTOPHER B. BURKE ENGINEERING, LTD. 5675 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 623-0500	PROJ. NO. 18-0189 DATE: 11/15/2024 SHEET 9 OF 12 DRAWING NO. PWK-1
DESGN. CHD.	WBL LWF	DATE 11/15/2024	TITLE OLD ORLAND CMP REPLACEMENT STRIPING PLAN
NO. DATE FILE NAME	MATURE OF REVISION IN ORLAND PARK, ILLINOIS	CAD USER WBL	WBL LWF

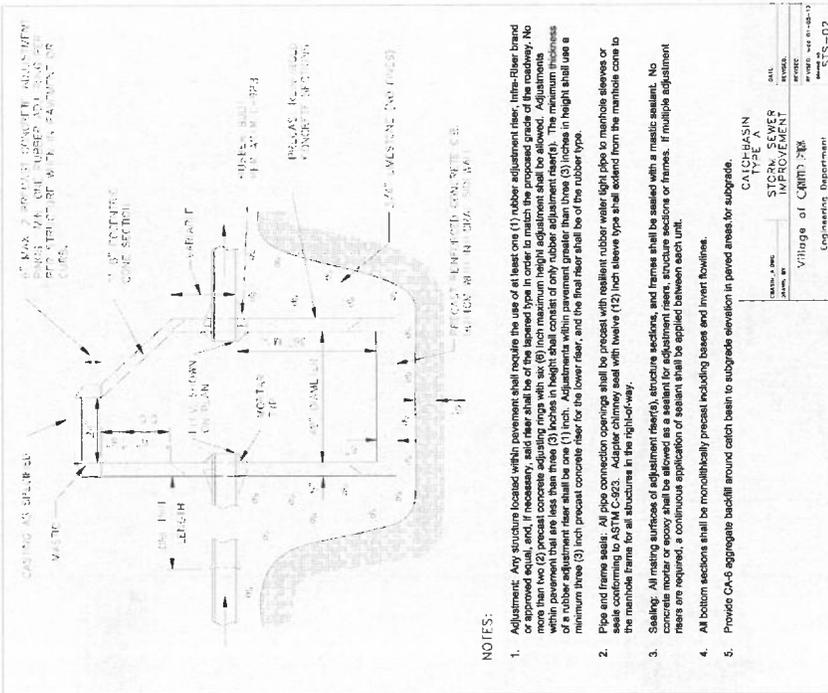




NOTES:

1. REINFORCEMENT SHALL BE THREE (3) #3 REINFORCING BARS CONTINUOUS BETWEEN EXPANSION JOINTS, WITH LOCATION SPACING AS INDICATED ABOVE.
2. EXPANSION JOINT: 3/4" THICK BITUMINOUS FILLER MATERIAL - PROVIDE TWO (2) #6 X 24" SMOOTH BARS WITH EXPANSION CAPS AT EACH EXPANSION JOINT.
3. INSTALL AT ENDS OF ALL ROAD AND NO FURTHER THAN SIXTY (60) FEET APART. SMOOTH BARS SHALL BE SPACED CONTINUOUSLY THROUGHOUT THE ENTIRE LENGTH OF THE CURB AND GUTTER. EXPANSION JOINTS SHALL BE 3/4" CUT IN THE UPPER ONE-THIRD OF CURB AND GUTTER WITHIN 3 DAYS OF PLACEMENT.
4. COST OF BARS SHALL BE INCLUDED IN THE UNIT PRICE (PER LINEAL FOOT) FOR CURB AND GUTTER.

DATE: 04-11-2024	SCALE: 1" = 1'-0"
DRAWN BY: [Name]	PROJECT: [Project Name]
Village of ORLAND PARK	
Engineering Department	
STR-04	



NOTES:

1. Adjustment: Any structure located within pavement shall require the use of at least one (1) rubber adjustment riser, intra-riser brand or approved equal, and, if necessary, said riser shall be of the tapered type in order to match the proposed grade of the roadway. No more than two (2) precast concrete adjusting rings with six (6) inch maximum height adjustment shall be allowed. Adjustments within pavement that are less than three (3) inches in height shall consist of only rubber adjustment risers. The maximum thickness of any precast concrete adjusting ring shall not exceed three (3) inches. The maximum height of any rubber adjustment riser shall not exceed three (3) inches. Precast concrete riser for the lower riser, and the final riser shall be of the rubber type.
2. Pipe and frame seals: All pipe connection openings shall be precast with resilient rubber water-tight pipe-to-manhole sleeves or seals conforming to ASTM A534. In areas where pipe seals with twelve (12) inch sleeve type shall extend from the manhole core to the manhole frame for all structures in the right-of-way.
3. Sealing: All mating surfaces of adjustment riser(s), structure sections, and frames shall be sealed with a mastic sealant. No concrete mortar or epoxy shall be allowed as a sealant for adjustment risers, structure sections or frames. If multiple adjustment risers are required, a continuous application of sealant shall be applied between each unit.
4. All bottom sections shall be monolithically precast including bases and invert flowlines.
5. Provide CA-6 aggregate backfill around catch basin to subgrade elevation in paved areas for subgrade.

DATE: 11/15/2024	SCALE: 1" = 1'-0"
DRAWN BY: [Name]	PROJECT: [Project Name]
Village of ORLAND PARK	
Engineering Department	
STR-02	

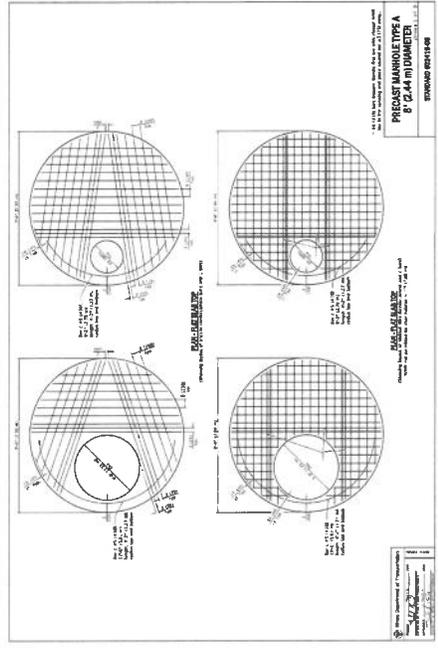
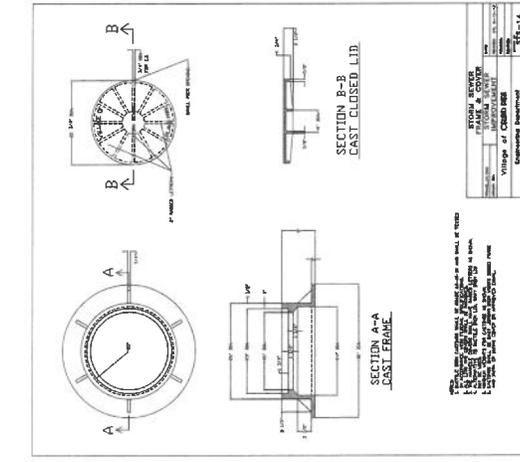
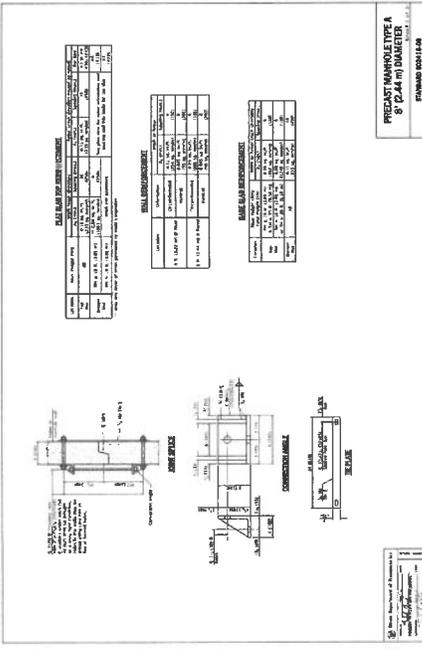
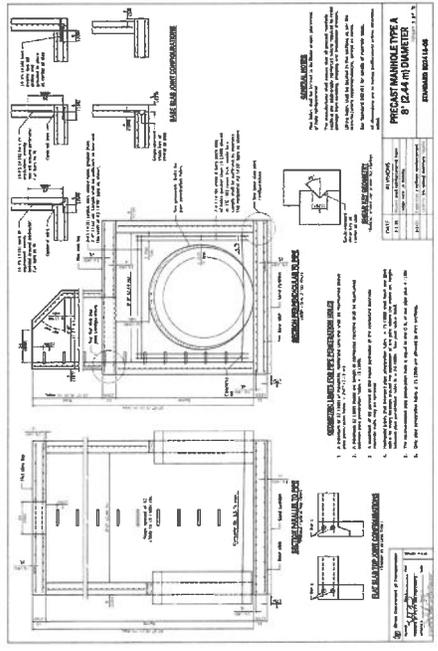
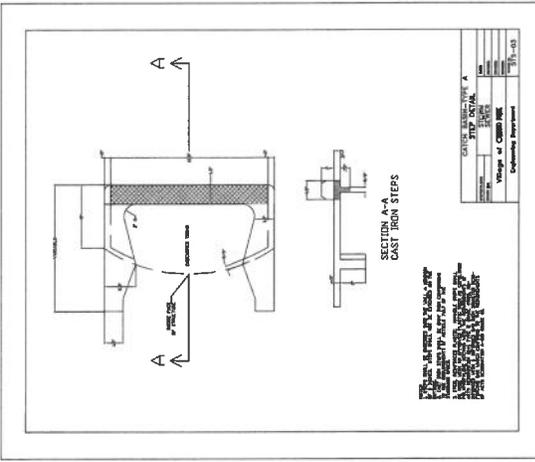
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0300

CLIENT: **ORLAND PARK**
 14700 Bayliss Avenue
 Orland Park, IL 60462

PROJ. NO. 18-0199
 DATE: 11/15/2024
 SHEET 10 OF 12
 DRAWING NO.

**OLD ORLAND CMP REPLACEMENT
 CONSTRUCTION DETAILS**

DET-1





CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (647) 823-9500

CLIENT: **ORLAND PARK**
 1000 N. ORLAND PARK ROAD
 ORLAND PARK, IL 60462

PROJ. NO. 18-0189
 DATE: 11/15/2024
 SHEET: 11 OF 12
 DRAWING NO. **DET-2**

TITLE: **OLD ORLAND CMP REPLACEMENT CONSTRUCTION DETAILS**

DESIGN	WBL	WBL	LUF	LUF	LUF
CHKD.	CHKD.	CHKD.	CHKD.	CHKD.	CHKD.
PLT. DATE:					
CAD USER:					
MODEL:	MODEL:	MODEL:	MODEL:	MODEL:	MODEL:

NO. DATE	NATURE OF REVISION	FILE NAME

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number: EBA0599355
Named Insured: P.T. Ferro Construction Co Inc	
Countersigned by: <i>Neil R. Hughes</i>	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number: EBA0599355
Named Insured: P.T. Ferro Construction Co Inc	
Countersigned by: <i>Neil R. Hughes</i>	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION - ILLINOIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or
Contractors - Automatic Status For Other
Parties When Required In Written Contract
Or Agreement With You**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

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

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:*

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per ISO additional insured endorsement form number CG 20 10, without specifying an edition date, this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured;
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part; and
4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
 - a. The building or disassembly of scaffolding by or for you; or
 - b. The use of such scaffolding.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "per-

sonal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional in-

sured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS' COMMERCIAL GENERAL LIABILITY
BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
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2. Unintentional Failure To Disclose Hazards.....	9
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4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
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8. Automatic Additional Insured - Specified Relationships:.....	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	14
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
 Aggregate Limit: \$3,000,000
 Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. **Method Of Sharing**

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. **No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. **Additional Definitions**

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions,** other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form),** are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in **Section B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph **8.a.(1)** of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph 2.a.(1)(d) under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:
- 1) The "property damage" takes place in the "coverage territory"; and
 - 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the

policy.) Policy No. EWC0599350

Endorsement No. Insured P.T. Ferro Construction Co Inc

Insurance Company: Cincinnati Insurance Company Countersigned by _____





Contractual Risk Transfer Evaluation Summary

Date 1/28/25

Vendor/Contractor Name: P.T. Ferro Construction Co Inc
 Contract/Project Name/ #: Old Orland CMP Replacement
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: CMP Replacement
 Contract/Project Summary: **Old Orland CMP Replacement Project**
 Policy Expiration Date: 12/31/25

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$1m/\$3m	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other: \$2m/\$2m	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL			\$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

Samantha Cooper

From: Joel Van Essen
Sent: Tuesday, January 21, 2025 7:48 AM
To: Ivana Lisnich; Samantha Cooper; Anne Skrodzki; Patrick McLaughlin; Mike Mazza; Jack Neven; Brian Fei
Cc: Brandi Watson; Sean Faulkner; Scott Hiland; Ken Dado; Samuel Brokop; Andrew Folkerts
Subject: PW Board Items Passed last night 1.20.25- Anne please confirm the below as well.

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Admin

OK
AMM

Anne,
Please confirm as well.

At the 1/20/2025 board meeting and confirmed on YouTube, <https://www.youtube.com/watch?v=LpmnL-4AsFQ>, the following were approved by consent at 23.18 mark it was read and by 7-0 vote it passed at 24:45 mark with no changes:

2025-0036 Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement - RFP 24-069 (Pat Action: Contract)

OK
\$863,237.15
to PT
Ferro

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and P.T. Ferro Construction Co., of Joliet, Illinois, as the lowest cost qualified responsive proposal for RFP 24-069 - Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement for a cost of \$784,737.15 plus a contingency of \$78,500.00 for a total not-to-exceed contract price of \$863,237.15; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review; AND Authorize the Village Manager to approve change orders not to exceed the contingency amount.

2025-0038 2025 CPAC Slide Preventative Maintenance Contract (Mike Action:

Baynum \$51,640

I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Baynum Amusement Solutions for CPAC Slide Preventative Maintenance based on Baynum Amusement Solutions' proposal A-12101 dated January 8, 2025, for a cost of \$46,640.00 plus a contingency of \$5,000.00 for a total not-to-exceed contract price of \$51,640.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review; AND Authorize the Village Manager to approve change orders not to exceed the contingency amount.

2025-0040 Facility Air Handling System Cleaning - Civic Center and FLC (Mike Action:

\$960,777 to Midwest Mech

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group, Inc. for the Facility Air Handling System Cleaning at the Civic Center and Franklin Loebe Center (FLC), based on Midwest Mechanical Group, Inc's proposals dated December 20, 2024, for a total not-to-exceed contract price of \$60,777.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0042 Vehicle and Equipment (V&E) Garage Safety Surfacing Project (Mike Action:

\$39,371 to Midwest mechanical

\$39,371.00: AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0041 Facility Water System Treatment and Filter Installation Project (Mike Contract) Action: *Ok Midwest Mechanical \$34,371*
I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group, Inc. for the Facility Water System Treatment and Filter Installation Project, based on Midwest Mechanical Group, Inc's proposal dated December 3, 2024, for a total not-to-exceed contract price of \$34,371.00: AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0053 Spoil Removal Services 2025-2026 - Contract Award Contract) (Jack Action: Spoils - *Byr 90k each / \$270k*
I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Matthuis Trucking, Inc. of Mokena, IL as the only qualified bid for ITB #24-067 Spoil Removal 2025-2026 for two (2) years 2025-2026 at an amount of \$90,000 for FY 2025 and \$90,000 for FY 2026, for a total cost of \$180,000, with an option to extend for one (1) additional year 2027 at a cost of \$90,000, for a total not-to-exceed contract price of \$270,000.00; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

2025-0045 2025 Resolution for Improvement Under the Illinois Highway Code - Sidewalk Replacement Program (Brian Action: Send to IDOT)
I move to adopt a Resolution entitled: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE, related to the expenditure of MFT Funds for the 2025 Sidewalk Replacement Program. ✓

2025-0046 2024 Facilities Preventative Maintenance - Change Order #2 (Mike Action: CO #2) ✓
I move to approve Change Order #2 to increase the amount of the Village's existing Facilities Preventative Maintenance contract with Midwest Mechanical to add \$48,721.21 in additional funds to the 2024 contracted amount of \$194,563.14, for a new for a new not-to-exceed amount of \$243,284.35; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review. *Change Order*

2025-0047 2025 Wildlife Management Program Contract) (Mike Action: \$43,495 ✓
I move to approve the waiver of the competitive bid process in lieu of approving the execution of a sole source vendor contract with Wild Goose Chase, Inc., of Chicago Ridge, IL, for 2025 Canada Geese Management Program at the Village Center, Centennial Park and Centennial West Park, based on Wild Goose Chase, Inc's proposals dated August 14, 2024, and October 10, 2024, for a total not-to-exceed contract price of \$43,495.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0048 Turf Fertilization and Weed Control - Change Order #1 (Mike Action: CO #1)
I move to approve Change Order #1 to increase the amount of the Village's existing Turf Fertilization and Weed Control contract with Integrity Landscaping Inc. to add \$8,123.67 in additional funds to the 2024 contracted amount of \$207,845.05 for a new for a new not-to-exceed amount of \$215,968.72; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review. ✓ *CO \$8,123.67*

2025-0050 2025 Annual Athletic Floor Refinishing Contract) (Mike Action: *NTE \$39,490*
I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Sourcwell pursuant to Contract #031022-RBI and authorize the approval and execution of a vendor contract with Floors, Inc. for 2025 Annual Athletic Floor Refinishing based on Floors, Inc.'s four (4) proposals dated January 10, 2025, for a total not-to-exceed contract price of \$39,490.00. AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review. ✓

In Public Works Section, the following was approved at 25:00 mark it was read and by 7-0 vote it passed at 25:39 mark with no changes.

2024-0958 Village Hall Emergency Escape Windows - Alternate Proposal. (Mike Action: Contract to next lowest bidder)

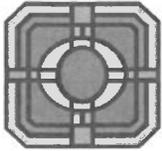
I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Arlington Glass and Mirror Co. for Village Hall Emergency Escape Windows based on Arlington Glass and Mirror Co.'s proposal dated January 9, 2025, for a cost of \$65,860.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

V/R,
Joel

✓
\$65,860

Joel Van Essen | Public Works Director
Village of Orland Park
15655 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6350 | jvanessen@orlandpark.org





VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0036

File ID: 2025-0036

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 01/06/2025

Agenda Entry: Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement - RFP 24-069

Final Action: 01/20/2025

Title: Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement - RFP 24-069

Notes:

Sponsors:

Res/Ord Date:

Attachments: RFP 24-069 - Compliance Summary, Proposal - Airys, Proposal - Bolder Contractors, Proposal - H. Linden & Sons Sewer and Water, Proposal - PT Ferro, Proposal - Scanlon Excavating and Concrete, Proposal - Swallow Construction

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	01/06/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	01/20/2025	APPROVED				Pass

Text of Legislative File 2025-0036

..Title

Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement - RFP 24-069

History

Starting in 2001, the Village started an investigation into the flood prone areas of Old Orland. Christopher Burke Engineering identified seventeen (17) different issues that needed to be addressed. Some of these issues were installing new larger pipe, replacing failing pipe, diverting storm water away from Old Orland, and purchasing two (2) flood-prone properties. The Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement project is the last of the seventeen (17) projects identified in 2001.

The first part of the project is the replacement of the failing forty-eight inch (48") pipe under St. Michael Parish parking lot. The initial investigation showed that sinkholes had formed over the (CMP) that allows storm water to flow out of Old Orland under the parking lot of St. Michaels Parish. Further investigation revealed the CMP is failing. There are large holes in the pipe, and the bottom of the pipe is missing, which is causing water to erode the ground on the outside of the pipe, contributing to the sinkholes. These holes had been temporary repaired by attaching old street signs to the pipe that have now since failed. This (CMP) pipe will be replaced with concrete pipe that is expected to last over 100 years.

The second part of the project is installing a new eight-inch (8") storm sewer on Irving Avenue from the backyards of flood prone residences on the southern end of the block to the existing storm sewer that is on the northern end of the block that would alleviate flooding for most of the east side of Irving Avenue. This pipe material would also consist of concrete pipe and plastic pipe. Both of which have a life expectancy of over 100 years.

RFP 24-069 Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement, was published on BidNet Direct from November 27 through December 20, 2024. The details of the request are as follows: replacement of the CMP under St. Michael Parish parking lot, install a new storm sewer on Irving Avenue, and have the project completed before school resumes in the fall.

Through BidNet, forty-seven (47) entities viewed the solicitation, thirty-two (32) vendors downloaded at least one of the bid documents, and six (6) bids were submitted. Proposals were evaluated for completeness by Public Works staff, and a summary of the proposals is below:

P.T. Ferro Construction Co., of Joliet, IL - \$784,737.15

Bolder Construction, Inc., of Cary, IL - \$859,590.00

H. Linden & Sons Sewer and Water, Inc., of Plano, IL - \$880,250.00

Swallow Construction Corp, of West Chicago, IL - \$956,790.00

Scanlon Excavating & Concrete, of Kankakee, IL - \$923,892.50

Airys, Inc., of Joliet, IL - \$968,753.00

While PT Ferro has previously struggled with the Road Program, utility work has been completed well in the past. We believe this type of work is well-suited for them.

The cost estimates were evaluated/compared for similar past work related to storm sewer main installation and deemed fair and reasonable. Pricing included the new piping material, stone, and full restoration of the area, along with specialized equipment like a vactor truck, backhoe, trench boxes, and support vehicles during replacement.

Therefore, it is staff's recommendation to award P.T. Ferro Construction Co., of Joliet, Illinois, the Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement - RFP 24-069, in the amount of \$784,737.15, plus a \$78,500.00 contingency. Contingency is being requested for possible utility conflicts or anything that comes up unexpectedly during the pipe replacement.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night

Financial Impact

Sufficient funds are available in account 5008170-570500.

Recommended Action/Motion

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and P.T. Ferro Construction Co., of Joliet, Illinois, as the lowest cost qualified responsive proposal for RFP 24-069 - Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement for a cost of \$784,737.15 plus a contingency of \$78,500.00 for a total not-to-exceed contract price of \$863,237.15;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

January 27, 2025

Matt Marketti
P.T. Ferro Construction Co.
700 S. Rowell Ave.
Joliet, IL 60433

NOTICE OF AWARD – RFP 24-069 Old Orland Corrugated Metal Pipe (CMP) Replacement

Dear Mr. Marketti,

This notification is to inform you that on January 20, 2025, the Village of Orland Park Board of Trustees approved awarding P.T. Ferro Construction Co. the contract in accordance with the proposal you submitted dated December 20, 2024, for RFP 24-069 Old Orland Corrugated Metal Pipe (CMP) Replacement for an amount not to exceed \$784,737.15, plus a contingency of \$78,500.00, for a total not-to-exceed contract price of eight hundred sixty-three thousand two hundred thirty seven and 15/100 (\$863,237.15) Dollars. The contingency may not be spent without prior written approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 10, 2025.

- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com. (As a reminder, the Archdiocese of Chicago **MUST** also be named additional insured.)
- Original Performance and Payment Bonds dated January 20, 2025, are to be submitted to Samantha Cooper, Executive Assistant, at 15655 S. Ravinia Ave, Orland Park, IL 60462.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org,

and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6357 or e-mail me at pmclaughlin@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick McLaughlin". The signature is written in a cursive style with a large initial "P" and "M".

Patrick McLaughlin
Utilities Operations Manager

MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

February 6, 2025

Matt Marketti
P.T. Ferro Construction Co.
700 S. Rowell Ave.
Joliet, IL 60433

NOTICE TO PROCEED – RFP 24-069 Old Orland Corrugated Metal Pipe (CMP) Replacement

Dear Mr. Marketti,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, insurance documents, and bonds in order for work to commence on the above stated project as of February 5, 2025.

Please contact me at 708-403-6357 to arrange the commencement of the work.

The Village has processed Contract Number #20250059 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Patrick McLaughlin
Utilities Operations Manager

