Palos Hospital
Storm Trap
Costs
4/18/18

Memorandum

To: Lucas J. Kibbon
From: Christopher Zappas
Subject: Palos Health South Campus Underground Stormwater Detention Contract Accounting
Date: December 26, 2017
cc:

StormTrap 1A & 1B Costs:

Earthwork	$ 590,500 ✓	
Concrete Paving	$ 91,350 ✓	
Site Utilities / StormTrap	$ 1,050,735 ✓	
Total Subcontractor Contract Values		$ 1,732,585 *
PCI 8061 - StormTrap 1A Slab Design Changes	$ 96,586	
Total Contingency Costs		$ 96,586
General Conditions		None Charged
General Liability Insurance		$ 16,686
Fee		$ 104,289
Total StormTrap 1A & 1B Costs		**$ 1,950,146**

StormTrap 1C Costs:

Earthwork	$ 53,300 ✓	
Site Utilities / StormTrap	$ 247,293 ✓	
Total Subcontractor Contract Values		$ 300,593 *
Total Contingency Costs		N / A
General Conditions		None Charged
General Liability Insurance		$ 2,680
Fee		$ 16,750
Total StormTrap 1C Costs		**$ 320,023**
Total StormTrap Costs		**$ 2,270,169**

$ 1,732,585
$ 300,593
$ 2,033,178

Total $ 2,031,622.00

Village Owes $ 1,015,811.00

1/2 $ 1,016,589

ZENERE COMPANIES

317 E. Margaret St.
Thornton Il. 60476

708-877-9306 Office
708-877-1502 Fax

To:	Walsh Construction Group	**Contact:**	Brittany Mead
Address:	929 West Adams Street Chicago, IL 60607	**Phone:** **Fax:**	(312) 563-5400 (312) 563-5478
Project Name:	Palos Hospital PH III	**Bid Number:**	20170186
Project Location:	15300 West Ave., Orland Park, IL	**Bid Date:**	10/4/2017
Attachments:	Palos Site Ph. 3.pdf		

Item Description

[redacted]

#1C
Earthwork

[redacted]

STORM TRAP

EXCAVATE STORM TRAP (SPOILS TO STOCKPILE ON-SITE)

SUPPLY & INSTALL 15 INCHES OF 3 INCH STONE STORM TRAP

SUPPLY & INSTALL CA-7 BACKFILL GRANULAR STORM TRAP

SUPPLY & INSTALL 3 INCHES CA-7 STORM TRAP BASE STONE CAP

Total Price for above STORM TRAP Items: **$53,301.14**

[redacted]

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Roy Zenere Trucking & Excavating** **Authorized Signature:** _____ **Estimator:** Mike Corty (708) 878-8757 mike@zenerecompanies.com

GRAND SLAM CONSTRUCTION, LLC.

August 11, 2017

Brittany Mead
Walsh Construction
929 West Adams Street
Chicago, Illinois 60607

RE: Palos Community Hospital – Site Package 3
Orland Park, Illinois

Gentlemen;

Reference is made to the above-mentioned project and specifically your request for a proposal on the earthwork and site-grading for same.

Grand Slam Construction, LLC proposes the following:

[redacted]

Storm Trap – 1C **$ 72,000.00**

Mass excavation to sub-grade
Over-dig excavation & stone backfill to top of structure
Backfill from top of structure to finished grade with excavated material
Grade to +/- 0.1 foot
Furnish & install 3 inches aggregate base for storm trap – Ca-7
Furnish & install 15 inches aggregate base for storm trap – Ca-1
Excess material to remain at East area to be used as fill (No haul-off)

[redacted]

3809 Illinois Avenue, Suite 300, St. Charles, Illinois 60174 **Phone: 630-377-0297**

GRAND SLAM CONSTRUCTION, LLC.

Brittany Mead
Walsh Construction

August 11, 2017
page two

[redacted]

We look forward to working with your company on this project, should you have any questions, please feel free to contact our office anytime.

Sincerely,

Daniel W. Edmier

3809 Illinois Avenue, Suite 300, St. Charles, Illinois 60134 **Phone: 630-377-0297**

C.J. ERICKSON PLUMBING CO.

The Trusted Name Since 1906

4141 W. 124th Place • Alsip, Illinois • 60803
Voice (708) 371-4900 • Fax (708) 371-3885 • www.cjerickson.com

#1C
Site Utilities
Storm Trap
$247,293

Proposal

Date:	**07/20/17**
Company Name:	**Walsh Construction**
Contact:	**Brittany Mead**
Phone Number:	**312-498-8236**
E-Mail Address:	**bmead@walshgroup.com**
Job Name:	**Palos Community Hospital South Campus Package 3**
Job Number:	**57498**
Job Address:	**15300 West Avenue** **Orland Park, Illinois**
Drawing Pages:	**C000, C001, C100, C101, C102, C200, C201, C202, C300, C301, C302, C400, C401, C402, C403,CC403, C404, C405, C405, C406, C407, C500, C500, C501, C502, C600, C601, C602, C700, C701, C702, C703, C704, C705, C800, C801, & C900**
Drawing Date:	**06/30/17**

[redacted]

R **Supply & Install** StormTrap detention vault complete per plans.
excavation, bedding, backfill of sides & stone over top by others

[redacted]

[redacted]

[redacted]

[redacted]

StormTrap Breakout

Labor & Equipment = $11,350.00

Material - (StormTrap only) - $216,530.00 + 2.5% for handeling fee's = $221,943.00

Sub-contractor (crane to set) = $14,000.00

Respectfully submitted,

T-Tal $ 247,293.00

Daniel H. Kloos
C.J. Erickson Plumbing Company

Accepted by: _____

Date: _____

Proposal Agreement

StormTrap, LLC
2495 W. Bungalow Rd.
Morris, IL 60450
Phone: 815-941-4663
Fax: 331-318-5347

StormTrap

Customer P.O. Number:	**Date:** 2-24-16
Purchaser **Company Name:** Contact: Address: City, ST, Zip: Phone: Fax: Email:	**StormTrap Contact** Name: Kyle McCready Email: kmccready@stormtrap.com Phone: 815-546-9256 **Terms** Net 30 Days 40 % Deposit prior to Delivery *Pending Credit Approval
Project Name: PCH Orland Park Basin 1C Contact: Address: City, ST, Zip: Orland Park, IL Phone: Email:	**Shop Drawings** This proposal is based upon and relied upon the attached StormTrap layout (and noted design criteria) dated 2-2-17 . Any changes to the layout or design criteria will affect the below quoted price.

Delivery

Pieces will be delivered by Common Carrier with the installing contractor responsible for unloading at the job site. 41 total loads allowed. One hour per load is allowed for unloading. $65.00 per hour for any time thereafter. The total loads quoted are based on all material being available at the time of delivery. The contractor is responsible for providing safe/adequate means of ingress and egress from the jobsite.

Seller to Furnish the Following Materials* Specified Below:

*Note: Prices include all necessary joint wrap and joint tape to complete the above stated project.

Description	Pieces	Max Pick Weight
5'8" SingleTrap	77 Units / 77 Pieces	18,800

Prices do not include unloading, setting, or installing the system. Prices do not include any needed riser rings or frames, covers/grates, or any other material *including geogrid or geoweb, when applicable*. The purchasing contractor agrees to install or have the system installed by others in compliance with the installation specifications. before any work begins a preconstruction meeting must take place between stormtrap and the purchasing contractor.

TOTAL ORDER: $216,530.00

Taxes not included

To Execute This Order Please Sign and Return Within 30 Days. Price Valid for 30 Days.

Accepted by:_____
Purchaser

Print Name/Title

Date:

Acknowledged by: StormTrap, LLC
Seller

Print Name/Title

Date:

Terms and Conditions: By signing this Proposal the terms and conditions, on the reverse side of this form, apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Purchaser and are hereby incorporated by reference into any StormTrap Proposal to Purchaser. Any different or additional terms in any documents from Purchaser including by not limited to order acknowledgements are objected to and rejected, are deemed to materially adhere these terms, and will not become part of any contract.

StormTrap

STANDARD TERMS AND CONDITIONS

Terms and Conditions. The following terms and conditions apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Customer and are hereby incorporated by reference into any Seller Proposal to Customer. Any different or additional terms in any documents from Customer including but not limited to order acknowledgements are objected to and rejected, are deemed to materially alter these terms, and will not become part of any contract.

Purchase Price and Payment Terms. Payment for all material and goods purchased under this Proposal or any orders, quotations, proposals, sales or deliveries from Seller (the "Materials"), as well as for freight or other services purchased, is Net 30 Days from date of invoice. A finance charge of 2% per month (24% per annum) will be assessed beyond that time period. Seller may submit periodic invoices for progress payments for the value of materials produced or incorporated in the work or stored on site or at any precaster's site, less previous invoice amounts paid. Customer will pay a deposit as shown on the Sales Quote before production will begin. Deposit will be applied to final invoice. Customer understands that payment obligation is unconditional - there are no pay-when-paid or retainage provisions applicable, and there are to be no amounts withheld, retained, or deferred pending payment by any third parties.

Taxes. Customer will be solely responsible for payment directly to taxing authority or reimbursement to Seller, when paid by Seller, of all sales, use or similar taxes, and any duties or permits or any other fees imposed upon this transaction by any level of government whether due at the time of sale or later (excluding Seller's income taxes).

Delivery. Unless otherwise specified above, all prices are F.O.B. Customer's job site. Quoted lead times are subject to change at any time until order is placed by Customer and accepted by Seller. Shipping and delivery dates stated are approximate. If a Target Date for delivery is specified in the foregoing proposal, and Customer subsequently requests that Seller postpone, delay or defer shipment or delivery past the Target Date shall Seller may (a) invoice Customer (Net 30 Days)for materials as if the delivery had been made on the Target Date; (b) charge and periodically invoice Customer for storage, maintenance and security for the period between the Target Date and actual shipment and delivery; (c) charge and invoice Customer for extraordinary costs, production costs, charges or expenses incurred by Seller to meet the Target Date, and incurred by Seller as a consequence of the postponement, delay or deferral requested by Customer; and (d) adjust the schedule and defer production, shipment and delivery, without penalty, to allow Seller to meet its other pending manufacturing, shipment and delivery commitments.

Force Majeure. Seller will not be liable for any delay in performing or for partial or complete failure to perform hereunder if such delay or failure is due to fire, flood, explosion, Act of God, force majeure, accident, war, intervention of governmental authorities, strikes, labor disputes, material shortages, transportation delays, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or any other cause similar or dissimilar which is beyond Seller's reasonable control.

Change Orders. Customer and Seller may agree in writing at any time to make additions, deletions or revisions in the Materials or services to be provided, and Seller shall not be obligated to make any such change without execution of a written change order signed on behalf of Seller by Seller's authorized representative and by Customer. If Seller commences work to implement a change order at Customer's request before price and time adjustments are agreed to in writing, Seller shall be entitled to reasonable compensation including profit and reasonably necessary time extensions to the schedule. In the event of any increase in the cost or time required for Seller's performance caused by conditions not reasonably foreseeable, force majeure events described above, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or other causes not within Seller's reasonable control, the Purchase Price and schedule shall be equitably adjusted.

Acceptance. The Materials will be deemed accepted by Customer upon the earlier of (i) written acceptance, (ii) 5 days after delivery, unless Customer shall have notified Seller in writing of deficiency in the Materials, or (iii) commencement of beneficial use of the Materials. Upon such acceptance, payment of any unpaid balance of the purchase price will be due on the payment terms herein. Payment in full shall also constitute acceptance and waiver of all claims other than claims relating to the written warranty described below.

Confidential Engineering Data. The drawings and specifications of any Seller proposal or any quotation are confidential engineering data, and represent Seller's investment in engineering skill and development, all of which remain the property of Seller. Customer, its successors and assigns will neither use nor disclose any confidential information in any manner except as is required for the project or work contemplated by this Agreement. Seller maintains and reserves all copyrights, patents and intellectual property rights with respect to the Materials. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering. Weights are approximate. Purchased materials and components referred to by trade-names or by manufacturer may be interchanged at the option of Seller with other materials and components of at least equal quality. All molds, dies, tools, special fixtures, jigs, patterns, plates and models used by Seller in manufacture or installation are and remain the property of Seller. After Seller receives an order from Customer, Seller will submit layout drawings to Customer, if required. Customer will check and verify such layout drawings reasonable promptness.

Marketing Materials. Customer agrees that Seller may use in Seller's website, brochures and other printed or electronic marketing materials, Customer's name and logos, and photographs or renderings of the project site and related area, including Customer's facility.

Warranty. Seller's standard written five year limited warranty will be provided separately on request, is available on our website at http://stormtrap.com/warranty/ and is incorporated herein by reference. **SUCH WRITTEN LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH THEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. 5. THE LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR CUSTOMER WITH RESPECT TO THE MATERIALS.** Customer must give written notice to seller of any defects within 30 days from the date that such defects were discovered or should have been discovered and in any event within 30 days after the last day of the applicable warranty period. Failure by Customer to give such timely written notice to Seller waives, releases and discharges Seller from all warranty claims relating to such defects.

Limitation of Liability. Customer agrees that in no event, whether as a result of a breach of contract or warranty, negligence, indemnity, statute or common law, or any other cause, whatsoever, and regardless of the form of legal action or the theory of recovery, will Seller or its subcontractors or affiliates be liable for (i) consequential, indirect, economic, special, incidental, exemplary or punitive damages including, but not limited to, loss of production, profits or revenues, loss of use of the materials or any other property, cost of capital, cost of substitute materials, facilities or services, downtime costs or claims of customer's clients for such damages, even if Seller is advised of such risks, nor (ii) any losses, expenses or damages under any claim of any kind in excess of the Purchase Price to the extent actually paid to Seller for the Materials relating to the claim.

Risk of Loss; Insurance Coverage. If delivery is included in the Purchase Price, risk of loss passes to Customer when the Materials are delivered to the site. If delivery is not included in the Purchase Price, risk of loss passes to Customer upon delivery of any portion of the Materials to a carrier for shipment and Customer agrees to maintain insurance covering materials in transit. In addition, regardless of whether delivery is included in the Purchase Price, Customer agrees to maintain insurance, such as all-risk or builders risk insurance, covering Materials on site against loss by fire, theft or other hazard at least equal to the purchase price of the Materials (and other work and materials on site) until the purchase price is completely paid, and to provide Seller a certificate of insurance upon request.

Compliance With Codes. As government and industry codes, laws and standards may apply differently depending on Customer's use of the Materials, compliance with government and industry codes, laws and standards is solely Customer's responsibility.

Liens; Security Interest. Seller will protect Customer against any lien asserted against Customer's property for materials or services furnished by others under contract with Seller, provided that Customer makes the payments required under this Contract and provides Seller timely notice of any claims for lien. Customer acknowledges that Seller reserves all rights and remedies available to secure Seller's payment due Seller under this Agreement. Customer grants Seller a security interest in any and all Materials pursuant to this Agreement or any orders, quotations, proposals, sales or deliveries from Seller to Customer, until the purchase price is fully paid. Customer hereby authorizes filing of a financing statement evidencing the security interest.

Termination; Cancellation. If Customer defaults in its obligations hereunder or materially breaches this Agreement, including but not limited to Customer's failure to timely pay all amounts due hereunder, then, in addition to any other available remedies in equity or at law, Seller may terminate this Agreement upon notice and seek all other available remedies. If Seller agrees to permit Customer to return Materials purchased, Customer will pay a 25% restocking fee for returned Materials. If Customer cancels or repudiates this Agreement in whole or in part except as permitted hereunder, Seller shall, in addition to those remedies provided under applicable law including but not limited to the Uniform Commercial Code, be entitled to recover from Customer (1) the portion of the purchase price chargeable for work completed in manufacturing or delivering the Materials as of the date of termination (2) any direct liabilities, obligations, damages, and/or claims incurred by Seller in performing under this Agreement and (3) gross profit on the terminated portion of the order, equal to not less than fifteen percent (15%) of the unpaid portion of the purchase price. Nothing herein shall be construed to waive, limit or otherwise deprive Seller of any remedy available at law or in equity for Customer's cancellation or repudiation of this Agreement. Customer shall not have the right to reject specified, approved and delivered Materials unless the Materials are proven defective.

Costs of Collection; Indemnification. In the event Customer shall default in its obligations hereunder or materially breaches this Agreement, in addition to all other remedies, Customer shall be liable for Seller's costs of collection, including reasonable attorneys' fees, costs of collection, litigation costs, expert witness fees and any other costs associated with collection, whether or not suit is actually filed. Separately, to the fullest extent permitted by law, Customer also agrees to indemnify, defend and hold harmless Seller, its affiliates, successors and assigns from and against any liabilities, claims, demands, damages, losses and expenses (including attorney's fees) arising from any act or omission of Customer or its employees or agents, any party under Customer's direction or anyone acting on behalf of Customer, including but not limited to claims arising out of personal injury or death to any person (whether an employee of Customer or any other person) and damage to any property. Seller does not indemnify Customer.

Assignment; Waiver; Interpretation. Customer may not assign in whole or in part without written consent of Seller. Seller may assign its rights and/or obligations hereunder. Customer acknowledges that these terms and conditions, and Seller's proposal if any, constitute the entire agreement between Seller and Customer and supersede any prior agreements and representations. Customer acknowledges and agrees that any prior or contemporaneous promises, agreements, or representations, whether oral or written, or created through custom, usage, or course of dealing are also superseded by these terms and conditions. No waiver of any of these terms and conditions will be valid unless in writing and signed by an authorized representative of Seller. Waiver of any breach or default will not be deemed a waiver of any subsequent breach or default. Delivery of these terms and conditions constitutes either an offer or an acceptance by Seller. If these terms and conditions constitute an offer by Seller, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Seller is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof. Customer shall be bound by these terms and conditions. Any terms and conditions which are not enforceable are deemed severed only to the extent of such non-enforceability.

Notice. Notice under this Agreement will be deemed given (i) when sent by fax or electronic mail with electronic or other confirmation of receipt, or (ii) one business day after being sent by reliable overnight courier, or (iii) three business days after being placed in a postage prepaid envelope, registered or certified mail, and deposited with the U.S. Post office, properly addressed.

Governing Law and Venue. This Agreement and any dispute between the parties will be governed by the law of the State of Illinois and shall be litigated only in the Circuit Court of Grundy County, Morris, Illinois and Customer hereby consents to personal jurisdiction in said court.

Electronic Commerce. Subject to applicable Illinois and federal law, any data digitally signed and electronically transmitted shall be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. A signature hereto or to any amendment, modification or change order hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purpose.

C\297721.5

ZENERE COMPANIES

317 E. Margaret St.
Thornton Il. 60476

708-877-9306 Office
708-877-1502 Fax

To:	Walsh Construction Group	**Contact:**	
Address:	929 West Adams Street Chicago, IL 60607	**Phone:** **Fax:**	(312) 563-5400 (312) 563-5478
Project Name:	PALOS HOSPITAL AMBULATORY CARE BEST & FINAL	**Bid Number:**	20160301
Project Location:	ORLAND PARK, IL	**Bid Date:**	11/21/2016
Addendum #:	1,		
Attachments:	Palos Hospital Ambulatory Care.docx		

Item Description

[redacted]

~~Storm Trap / Tank~~

$590,500

Earth Work

1A & 1B

Item Description
[redacted]

[redacted]

[redacted]

ALTERNATE #03 BOTH STORM TRAPS

ALTERNATE #3: EXCAVATE STORM TRAP (PARKING LOT)

ALT #3: BACKFILL CA-7 STORM TRAP (PARKING LOT)

ALT #3: STONE BASE 6" CA-6 STORM TRAP (PARKING LOT)

ALT #3: EXCAVATE STORM TRAP (NORTH SIDE)

ALT #3: BACKFILL CA-7 STORM TRAP (NORTH SIDE)

ALT #3: HAUL ONSITE BOTH STORM TRAPS

Total Price for above ALTERNATE #03 BOTH STORM TRAPS Items: $590,500.00

[redacted]

Item Description
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Notes:

[redacted]

Payment Terms:

[redacted]

11/21/2016

BEST AND FINAL PRICE

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Roy Zenere Trucking & Excavating**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Randy Norris randy@zenerecompanies.com

#1 A+B Earthwork

Mead, Britt

From: Stan Wojciechowski <Stanw@lindahlbros.com>
Sent: Wednesday, November 09, 2016 12:57 PM
To: Mead, Britt
Cc: Kibbon, Lucas; Budzisz, Daniel; Scott Faber; Allen Lindahl
Subject: FW: PCH Excavation Add 1

Britt:

The value of the excavation & backfill for the storm traps is $599,100.00 as included in our proposal E16232 R1 dated 10.28.16.

ex + backfill

Lucas is waiting for support docs for $599k ±

Stan Wojciechowski

Lindahl Brothers, Inc.
622 E. Green Street
Bensenville, Il. 60106
Office 630-595-1080
Direct 630-354-7631
Cell 630-669-6320
stanw@lindahlbros.com

[redacted]

LINDAHL BROS. INC.

SINCE 1927

LUMP SUM PROPOSAL

To: Walsh Construction Company
929 W. Adams
Chicago, IL

Date: October 28 2016

Proposal No.: **E16232 R1**

Project: **Palos Community Hospital-West**
Orland Park, IL

PRICE: $1,755,600.00

SCOPE OF WORK:

1. **GENERAL;**

[redacted]

k). **All excess excavated material is to remain of site in locations designated by Walsh.** We have assumed access to stockpile locations with off road equipment. Material from Storm Trap 1A will be handled by semi-dump trucks, due to the excavation requirements.

2. **SITEWORK;**

[redacted]

622 EAST GREEN STREET • BENSENVILLE, ILLINOIS 60106 -2548
PHONES: CHICAGO (773) 622-4500 / 625-4500 • SUBURBAN (630) 595-1080 • FAX (630) 595-0976
www.lindahlbros.com

3. **STRUCTURAL EXCAVATION;**
   a) Machine excavate for proposed footings and foundations for proposed structures to within +/- 0.10' of proposed subgrade elevations. Surplus excavated materials to be left on site, No sheeting, shoring, underpinning and/or bracing is included.
   d) Machine place CA-7 as backfill at perimeter of storm traps to within +/- 0.10' of proposed subgrade elevations.
   e) Backfill over Storm trap **1B** is CA-7.

[redacted]

ALTERNATES:

1. Provide Payment & Performance Bond, if required.....**ADD 1 percent**
2. Excess soil removal.....**ADD $xx.00/CY**
3. **Add 4" CA-6 Leveling stone under Storm Trap 1A slab.....ADD $7,000.00**

EXCLUSIONS: Unless specified elsewhere in our Proposal, the following Exclusions will apply;

[redacted]

To: Walsh Construction Company

Date: October 4, 2016

Project: **Palos Community Hospital-West**
Orland Park, IL

Proposal No.: E16232

[redacted]

By acceptance of this Proposal, and the subsequent awarding of a Subcontract Agreement to Lindahl Brothers, Inc., these exclusions shall become an integral part of that Subcontract Agreement whether or not these exclusions are specifically listed in that Subcontract.

ACCEPTED BY: _____

DATE: _____

Sincerely Yours;
LINDAHL BROTHERS, INC.

Clarence Lindahl, Jr. - President

GRAND SLAM CONSTRUCTION, LLC.

October 28, 2016

Mr. Lucas Kibbon
Walsh Construction
929 West Adams Street
Chicago, Illinois 60607

RE: Palos Community Hospital – REVISED Site Package 2
Orland Park, Illinois

Gentlemen;

Reference is made to the above-mentioned project and specifically your request for a REVISED proposal on the earthwork and site-grading for same.

Grand Slam Construction, LLC proposes the following:

[redacted]

Site-work **$ 1,871,000.00**

Mobilization
Tree removal
Demolition - Asphalt pavement, saw-cutting, sign, curb, walk, light pole base, storm sewer, sanitary sewer and water main removal
Erosion control - Silt fence and temporary stone entrance
Topsoil strip and stockpile
Site cuts and fills
Aggregate for concrete curbs – furnish only, placement by others
Aggregate for concrete walk – furnish only, placement by others
Aggregate for concrete pavement – furnish only, placement by others
Grade site to +/- 0.1 foot
Topsoil replacement with on-site material – 6 inches
Excess material to remain on-site at stockpile location (No haul-off)

GRAND SLAM CONSTRUCTION, LLC.

Mr. Lucas Kibbon
Walsh Construction

October 28, 2016
page two

Building – Link

Mass excavation to sub-grade
Footing excavation & stone backfill
Aggregate for slab 6 inches
Grade to +/- 0.1 foot
Excess material to remain on-site at stockpile location (No haul-off)

Building – Ambulatory Care Center

Mass excavation to sub-grade
Over-dig excavation & stone backfill
Footing excavation & stone backfill
Aggregate for slab 6 inches
Grade to +/- 0.1 foot
Excess material to remain on-site at stockpile location (No haul-off)

Building – Parking Garage

Mass excavation to sub-grade
Over-dig excavation & stone backfill
Footing excavation & stone backfill
Aggregate for slab 6 inches
Grade to +/- 0.1 foot
Excess material to remain on-site at stockpile location (No haul-off)

Storm Trap – 1A & 1B

Mass excavation to sub-grade
Over-dig excavation & stone backfill to top of structure
Backfill from top of structure to finished grade with excavated material
Grade to +/- 0.1 foot
Excess material to remain on-site at stockpile location (No haul-off)

Bond Rate Add $ 3%

3809 Illinois Avenue, Suite 300, St. Charles, Illinois 60134 **Phone: 630-377-0297**

GRAND SLAM CONSTRUCTION, LLC.

Mr. Lucas Kibbon
Walsh Construction

October 28, 2016
page three

Work to be excluded, but not by way of limitations are as follows:

[redacted]

We look forward to working with your company on this project, should you have any questions, please feel free to contact our office anytime.

Sincerely,

Daniel W. Edmier

3809 Illinois Avenue, Suite 300, St. Charles, Illinois 60134 **Phone: 630-377-0297**

#1 A+B

Concrete

EAGLE CONCRETE, INC.

Est. 1971
1305 S. River Street, Batavia, IL 60510-9648
Phone: (630) 879-2660 • Fax: (630) 879-2025

PROPOSAL & ACCEPTANCE		DATE:	11/10/2016
SUBMITTED TO: The Walsh Group - Healthcare Division, 929 West Adams Street, Chicago, IL 60607		PROJECT: Palos Hospital South - Site Package #2/West Ave. Imp., 15300 West Avenue, Orland Park, IL 60462	
ATTENTION:	Lucas J. Kibbon	DRAWING(S):	Civils
PHONE:	(312) 328-1319	DRAWING(S) DATE:	9/2/2016
E-MAIL:	lukibbon@walshgroup.com	ADDENDUM:	NONE

We hereby propose to furnish materials and perform the labor necessary for the concrete work per the following:

[redacted]

Site Package #2 - (1) 4-2" Singletrap "Storm Trap" *BUDGET* Specifications (Spring 2017)

- Assumed 2'6" of dirt cover
- Frame slab with 2x8's
- Furnish and install #5 rebar at 16" o.c. each way over cement bricks
- 11,772 Square feet of 8" thick Storm Trap slab with I.D.O.T. State concrete mix and pump
- Vibra-strike & bull float
- Clean up
- Price is for (1) only and does NOT INCLUDE the 6'6" Doubletrap "Storm Trap"

Total for (1) 4'2" Singletrap "Storm Trap" *BUDGET* (2017):	**$91,350.00**

[redacted]

EAGLE CONCRETE, INC.

Est. 1971

1305 S. River Street, Batavia, IL 60510-9648

Phone: (630) 879-2660 • Fax: (630) 879-2025

[redacted]

ACCEPTANCE:

The above specifications, prices, exclusions, clarifications, terms & conditions and warranty are satisfactory and hereby accepted. Eagle Concrete, Inc. is authorized to complete the scope of work as specified.

Brett Olson

EAGLE CONCRETE, INC.

OWNER/CONTRACTOR SIGNATURE

Brett Olson

NAME

PRINTED NAME & TITLE

11/10/2016

DATE

(630) 849-3928

CELL PHONE

DATE

PHONE

bolson@eagleconcrete.com

EMAIL

EMAIL

ASPHALT PAVING COMPANY, INC.

Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

Proposal No. 2016-1338

Date: September 28, 2016

Submitted To:

Attn: Estimating

Job Name: PCH South Campus –Site Pkg2 & West Ave Improvements

Job Location: 15300 West Ave Orland Park, IL 60462

Description	Unit Price	Quantities	Amount
[redacted]			
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]		[redacted]
[redacted]			[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
Slab for Stormtrap Basin - 1A	Lump Sum		$161,000.00
[redacted]	[redacted]		[redacted]
	[redacted]		[redacted]
		[redacted]	[redacted]

3124 South 60th Court • Cicero, IL 60804
Suburbs: 708/222-1200 • Chicago: 773/582-3555 • Fax: 708/222-1213
www.mjasphaltpaving.com

[redacted]

[redacted]

[redacted]

Amount	$ See above
Down Payment	$ -0-
Balance Upon Completion	$ See above

Signed:

_____
Daniel Carlquist, Estimator

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

WE ACCEPT ALL MAJOR CREDIT CARDS
1½% interest per month added after 30 days of completion. Any alteration or deviation from the above drawings or specifications involving extra cost of materials or labor will incur an extra charge over the amount mentioned in this proposal/contract. All agreements must be in writing. All agreements are contingent upon strikes, accident or delays beyond our control.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

FOR:

_____
Signature

_____
Signature

_____
Date of Acceptance

VIXEN CONSTRUCTION, INC.
7600 W. 79TH STREET
BRIDGEVIEW, IL 60455

PHONE: 708-728-1950
FAX: 708-728-1960

CMS W.B.E. CERTIFIED
M.W.R.D.G.C. W.B.E. CERTIFIED

JOB NAME : **PALOS HOSPITAL ORLAND PARK - SITE PACKAGE 2 & WEST AVE**
BID DATE: **11/09/16**

REVISED

Pin	Pay Item Description	Unit	Quantity
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
STORM TRAP			
1.00	STORM TRAP FOUNDATION, 10" W/#5@16" C-C T&B	SF	12,966.00
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]		
[redacted]	[redacted]		
[redacted]	[redacted]		
STORM TRAP			
[redacted]	FOR THE LUM SUM OF: $142,620.00		
[redacted]	[redacted]		

~~10.97~~ 11.00/SF

[redacted]

Mead, Britt

From: Kibbon, Lucas
Sent: Monday, November 21, 2016 10:42 AM
To: Mead, Britt; Budzisz, Daniel
Subject: Fwd: Palos Hospital south campus

#1 A+B

Site Utilities

Looks like they kept trap markup in labor

Lucas J. Kibbon, PE
Walsh Construction

Begin forwarded message:

> **From:** Tom Burgin <tom.burgin@cjerickson.com>
> **Date:** November 21, 2016 at 10:40:13 AM CST
> **To:** "lukibbon@walshgroup.com" <lukibbon@walshgroup.com>
> **Cc:** Dan Kloos <dan.kloos@cjerickson.com>, Gene Poull <gene.poull@cjerickson.com>
> **Subject: Palos Hospital south campus**
>
> C.J. Erickson Plumbing Co. submits for best and final the amount of: $2,120,000.00 for the Palos Community Hospital South Campus site utility work.
>
> Requested break out: Storm Trap purchase= $815,754.00 cost to install= $218,333.00
>
> $1,034,087 — (+BOND)
>
> **Tom Burgin**
> **Site Utility Superintendent**
>
> C.J. Erickson Plumbing Co. | 4141 West 124th Place | Alsip, Illinois 60803
> mobile 708.473.5536 | f 708.224.4472 | main 708.371.4900
> Visit us at: www.cjerickson.com
>
> $1,050,735
>
> Please consider the environment before printing this email

CABO CONSTRUCTION CORP - MBE/DBE/SBA 8(a)

1270 S. KOSTNER AVE
CHICAGO, IL 60623
Contact: BOB BOHAC 773-457-1306
Phone: 773-521-2226
Fax: 773-521-2228

Quote To: WALSH

Job Name: PCH ORLAND PARK
Date of Bid:

Phone:
Fax:

IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CALL ME AT THE CELL NUMBER ABOVE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	STORM TRAP 1 A (PURCHASE AND SET ONLY)	1.00	LS	416,001.25	416,001.25
	STOR MTRAP 1 B (PURCHASE AND SET ONLY)	1.00	LS	819,219.05	819,219.05
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]					[redacted]

NOTES:

STORMTRAP EXCAVATE/BACKFILL EXCLUDED.

[redacted]

ACCESS TO SITE/STORMTRAP BY OTHERS.

[redacted]

VIRIDIAN

To: Walsh Construction
Address: 929 West Adams Street
Chicago, IL
60607

Bid Date: 10/28/2016

Project: PCH - Site Package #2
Location: 15300 West Ave., Orland Park
Addendum#: 1

Client #	Description	Quantity	Unit		
Storm Sewer					
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		
3.	Stormtrap #1A	1.000	LS		
4.	Stormtrap #1B	1.000	LS		
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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				Grand Total:	**$2,237,000.00**

Project Notes:

- Deduct $831,000.00 from our proposal if Walsh purchases the stormtrap material.
- [redacted]
- We do not have any spoil removal figured for the stormtraps.
- [redacted]
- The stormtraps include the aggregate base (concrete base is by others), supplying and installing the stormtrap and all risers called out on the plans, CA-7 backfill along the sides of the stormtrap per stormtrap details, and the CA-6 backfill up to subgrade under the parking lot area. The excavation and backfill of any earthen material is to be done by others. We have included in our proposal the following stone quantities for backfilling the stormtraps. For stormtrap #1A we have included 785 tons of CA-7. For stormtrap #1b we have included 2,100 tons of CA-7 and 8,400 tons of CA-6 material, which this backfill quantity assumes that the earth retention system is in place for the parking garage.
- [redacted]

Trine Construction Corp.

Site Development

27W364 NORTH AVENUE
WEST CHICAGO, ILLINOIS 60185
630 / 668-4626
FAX 630 / 668-4828

PALOS COMMUNITY HOSPITAL SOUTH CAMPUS
JOB NAME: REDEVELOPMENT — 2017-08
DESCRIPTION: SITE UTILITIES PACKAGE # 2 — 10/03/16
LOCATION: 15300 S. WEST AVE. — 10/4/16
V/C/S: ORLAND PARK, IL, COOK

BID ITEMS-SITE PACKAGE 2

ITEM	DESCRIPTION	QTY.	UN	UNIT PRICE	TOTAL
	[redacted]				
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
STORM TRAP	3.24	AC FT	$290,648.00	$941,699.52
STORM TRAP MATERIAL PRE PAYMENT REQUIRED UP FRONT	1.00	LS	$336,400.08	$336,400.08
				[redacted]
[redacted]				
DEMO				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
INSTALL				
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OK	SUBCONTRACTOR INCLUDES ALL STORM TRAP MASTIC JOINT SEALER, JOINT WRAP, JOINT TAPE, ELASTOMERIC RESIN, POLYMER WRAP, PRIMER, NON-SHRINK GROUT, CONCRETE COLLARS AND SEALANTS PER CONTRACT DOCUMENTS
OK	SUBCONTRACTOR SHALL FURNISH & INSTALL ALL STORM TRAP UNDERDRAINS PER CONTRACT DOCUEMENTS
OK	SUBCONTRACTOR INCLUDES ALL ACCESS OPENINGS, FRAMES, COVERS, ADJUSTING RINGS, & STEPS FOR A COMPLETE STORM TRAP SYSTEM
OK	SUBCONTRACTOR SHALL CLEAN & LUBRICATE ALL PIPING INSTALLED IN THE STORM TRAP SYSTEM PER THE CONTRACT DOCUMENTS
OK	COMPLETE STORM TRAP SYSTEM PER THE CONTRACT DOCUMENTS. EXCAVATION OF STORM TRAP BY OTHERS, STORM TRAP 1A & 1B TO BE INSTALLED IN TWO MOBILIZATIONS
OK REQ DEP TO BE PD UP FRONT	SUBCONTRACTOR SHALL FURNISH & INSTALL ALL STORM TRAP PER THE CONTRACT DOCUMENTS

[redacted]

[redacted]

[redacted]

NOTES:

23 Prices are based on plans dated 10-24-16, & 10-25 & Storm Trap 8-29-16

30 Excavation for Storm Trap By Others, Grade expected to be +/- .10

[redacted]

[redacted]

38 No shoring is figured for the storm trap installs

[redacted]

Respectfully Submitted,
Trine Construction Corp.
Jeff Truax
Director of Operations
Office: 630-668-4626 x-108
Cell: 630-417-6786

Proposal Agreement

StormTrap, LLC
2495 W. Bungalow Rd.
Morris, IL 60450
Phone: 815-941-4663
Fax: 331-318-5347

StormTrap

Customer P.O. Number:	**Date:** 9-14-16
Purchaser **Company Name:** Contact: Address: City, ST, Zip: Phone: Fax: Email:	**StormTrap Contact** Name: Kyle McCready Email: kmccready@stormtrap.com Phone: 815-546-9256 **Terms** Net 30 Days 40 % Deposit prior to Delivery *Pending Credit Approval
Project Name: PCH Orland Park Site Package #2 Contact: Address: City, ST, Zip: Orland Park, IL Phone: Email:	**Shop Drawings** This proposal is based upon and relied upon the attached StormTrap layout (and noted design criteria) dated 8-29-16 . Any changes to the layout or design criteria will affect the below quoted price.

Delivery
Pieces will be delivered by Common Carrier with the installing contractor responsible for unloading at the job site. 132 total loads allowed. One hour per load is allowed for unloading. $65.00 per hour for any time thereafter. The total loads quoted are based on all material being available at the time of delivery. The contractor is responsible for providing safe/adequate means of ingress and egress from the jobsite.

Seller to Furnish the Following Materials* Specified Below:
*Note: Prices include all necessary joint wrap and joint tape to complete the above stated project.

Description	Pieces	Max Pick Weight
4'-2" S/T 1A $222,730.00	93 Units/93 Pieces 36 Loads	17,000#
6'-6" D/T 1B $593,024.00	137 Units/274 Pieces 96 Loads	18,000#

Prices do not include unloading, setting, or installing the system. Prices do not include any needed riser rings or frames, covers/grates, or any other material *including geogrid or geoweb, when applicable*. The purchasing contractor agrees to install or have the system installed by others in compliance with the installation specifications. before any work begins a preconstruction meeting must take place between stormtrap and the purchasing contractor.

TOTAL ORDER: 815,754.00

Taxes not included

To Execute This Order Please Sign and Return Within 30 Days. Price Valid for 30 Days.

Accepted by:_____
Purchaser

Print Name/Title

Date:

Acknowledged by: **StormTrap, LLC**
Seller

Print Name/Title

Date:

Terms and Conditions: By signing this Proposal the terms and conditions, on the reverse side of this form, apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Purchaser and are hereby incorporated by reference into any StormTrap Proposal to Purchaser. Any different or additional terms in any documents from Purchaser including by not limited to order acknowledgements are objected to and rejected, are deemed to materially adhere these terms, and will not become part of any contract.

StormTrap

STANDARD TERMS AND CONDITIONS

Terms and Conditions. The following terms and conditions apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Customer and are hereby incorporated by reference into any Seller Proposal to Customer. Any different or additional terms in any documents from Customer including but not limited to order acknowledgements are objected to and rejected, are deemed to materially alter these terms, and will not become part of any contract.

Purchase Price and Payment Terms. Payment for all material and goods purchased under this Proposal or any orders, quotations, proposals, sales or deliveries from Seller (the "Materials"), as well as for freight or other services purchased, is Net 30 Days from date of invoice. A finance charge of 2% per month (24% per annum) will be assessed beyond that time period. Seller may submit periodic invoices for progress payments for the value of materials produced or incorporated in the work or stored on site or at any precaster's site, less previous invoice amounts paid. Customer will pay a deposit as shown on the Sales Quote before production will begin. Deposit will be applied to final invoice. Customer understands that payment obligation is unconditional - there are no pay-when-paid or retainage provisions applicable, and there are to be no amounts withheld, retained, or deferred pending payment by any third parties.

Taxes. Customer will be solely responsible for payment directly to taxing authority or reimbursement to Seller, when paid by Seller, of all sales, use or similar taxes, and any duties or permits or any other fees imposed upon this transaction by any level of government whether due at the time of sale or later (excluding Seller's income taxes).

Delivery. Unless otherwise specified above, all prices are F.O.B. Customer's job site. Quoted lead times are subject to change at any time until order is placed by Customer and accepted by Seller. Shipping and delivery dates stated are approximate. If a Target Date for delivery is specified in the foregoing proposal, and Customer subsequently requests that Seller postpone, delay or defer shipment or delivery past the Target Date shall Seller may (a) invoice Customer (Net 30 Days)for materials as if the delivery had been made on the Target Date; (b) charge and periodically invoice Customer for storage, maintenance and security for the period between the Target Date and actual shipment and delivery; (c) charge and invoice Customer for extraordinary costs, production costs, charges or expenses incurred by Seller to meet the Target Date, and incurred by Seller as a consequence of the postponement, delay or deferral requested by Customer; and (d) adjust the schedule and defer production, shipment and delivery, without penalty, to allow Seller to meet its other pending manufacturing, shipment and delivery commitments.

Force Majeure. Seller will not be liable for any delay in performing or for partial or complete failure to perform hereunder if such delay or failure is due to fire, flood, explosion, Act of God, force majeure, accident, war, intervention of governmental authorities, strikes, labor disputes, material shortages, transportation delays, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or any other cause similar or dissimilar which is beyond Seller's reasonable control.

Change Orders. Customer and Seller may agree in writing at any time to make additions, deletions or revisions in the Materials or services to be provided, and Seller shall not be obligated to make any such change without execution of a written change order signed on behalf of Seller by Seller's authorized representative and by Customer. If Seller commences work to implement a change order at Customer's request before price and time adjustments are agreed to in writing, Seller shall be entitled to reasonable compensation including profit and reasonably necessary time extensions to the schedule. In the event of any increase in the cost or time required for Seller's performance caused by conditions not reasonably foreseeable, force majeure events described above, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or other causes not within Seller's reasonable control, the Purchase Price and schedule shall be equitably adjusted.

Acceptance. The Materials will be deemed accepted by Customer upon the earlier of (i) written acceptance, (ii) 5 days after delivery, unless Customer shall have notified Seller in writing of deficiency in the Materials, or (iii) commencement of beneficial use of the Materials. Upon such acceptance, payment of any unpaid balance of the purchase price will be due on the payment terms herein. Payment in full shall also constitute acceptance and waiver of all claims other than claims relating to the written warranty described below.

Confidential Engineering Data. The drawings and specifications of any Seller proposal or any quotation are confidential engineering data, and represent Seller's investment in engineering skill and development, all of which remain the property of Seller. Customer, its successors and assigns will neither use nor disclose any confidential information in any manner except as is required for the project or work contemplated by this Agreement. Seller maintains and reserves all copyrights, patents and intellectual property rights with respect to the Materials. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering. Weights are approximate. Purchased materials and components referred to by trade-names or by manufacturer may be interchanged at the option of Seller with other materials and components of at least equal quality. All molds, dies, tools, special fixtures, jigs, patterns, plates and models used by Seller in manufacture or installation are and remain the property of Seller. After Seller receives an order from Customer, Seller will submit layout drawings to Customer, if required. Customer will check and verify such layout drawings reasonable promptness.

Marketing Materials. Customer agrees that Seller may use in Seller's website, brochures and other printed or electronic marketing materials, Customer's name and logos, and photographs or renderings of the project site and related area, including Customer's facility.

Warranty. Seller's standard written five year limited warranty will be provided separately on request, is available on our website at http://stormtrap.com/warranty/ and is incorporated herein by reference. **SUCH WRITTEN LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH THEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. 5. THE LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR CUSTOMER WITH RESPECT TO THE MATERIALS.** Customer must give written notice to seller of any defects within 30 days from the date that such defects were discovered or should have been discovered and in any event within 30 days after the last day of the applicable warranty period. Failure by Customer to give such timely written notice to Seller waives, releases and discharges Seller from all warranty claims relating to such defects.

Limitation of Liability. Customer agrees that in no event, whether as a result of a breach of contract or warranty, negligence, indemnity, statute or common law, or any other cause, whatsoever, and regardless of the form of legal action or the theory of recovery, will Seller or its subcontractors or affiliates be liable for (i) consequential, indirect, economic, special, incidental, exemplary or punitive damages including, but not limited to, loss of production, profits or revenues, loss of use of the materials or any other property, cost of capital, cost of substitute materials, facilities or services, downtime costs or claims of customer's clients for such damages, even if Seller is advised of such risks, nor (ii) any losses, expenses or damages under any claim of any kind in excess of the Purchase Price to the extent actually paid to Seller for the Materials relating to the claim.

Risk of Loss; Insurance Coverage. If delivery is included in the Purchase Price, risk of loss passes to Customer when the Materials are delivered to the site. If delivery is not included in the Purchase Price, risk of loss passes to Customer upon delivery of any portion of the Materials to a carrier for shipment and Customer agrees to maintain insurance covering materials in transit. In addition, regardless of whether delivery is included in the Purchase Price, Customer agrees to maintain insurance, such as all-risk or builders risk insurance, covering Materials on site against loss by fire, theft or other hazard at least equal to the purchase price of the Materials (and other work and materials on site) until the purchase price is completely paid, and to provide Seller a certificate of insurance upon request.

Compliance With Codes. As government and industry codes, laws and standards may apply differently depending on Customer's use of the Materials, compliance with government and industry codes, laws and standards is solely Customer's responsibility.

Liens; Security Interest. Seller will protect Customer against any lien asserted against Customer's property for materials or services furnished by others under contract with Seller, provided that Customer makes the payments required under this Contract and provides Seller timely notice of any claims for lien. Customer acknowledges that Seller reserves all rights and remedies available to secure Seller's payment due Seller under this Agreement. Customer grants Seller a security interest in any and all Materials pursuant to this Agreement or any orders, quotations, proposals, sales or deliveries from Seller to Customer, until the purchase price is fully paid. Customer hereby authorizes filing of a financing statement evidencing the security interest.

Termination; Cancellation. If Customer defaults in its obligations hereunder or materially breaches this Agreement, including but not limited to Customer's failure to timely pay all amounts due hereunder, then, in addition to any other available remedies in equity or at law, Seller may terminate this Agreement upon notice and seek all other available remedies. If Seller agrees to permit Customer to return Materials purchased, Customer will pay a 25% restocking fee for returned Materials. If Customer cancels or repudiates this Agreement in whole or in part except as permitted hereunder, Seller shall, in addition to those remedies provided under applicable law including but not limited to the Uniform Commercial Code, be entitled to recover from Customer (1) the portion of the purchase price chargeable for work completed in manufacturing or delivering the Materials as of the date of termination (2) any direct liabilities, obligations, damages, and/or claims incurred by Seller in performing under this Agreement and (3) gross profit on the terminated portion of the order, equal to not less than fifteen percent (15%) of the unpaid portion of the purchase price. Nothing herein shall be construed to waive, limit or otherwise deprive Seller of any remedy available at law or in equity for Customer's cancellation or repudiation of this Agreement. Customer shall not have the right to reject specified, approved and delivered Materials unless the Materials are proven defective.

Costs of Collection; Indemnification. In the event Customer shall default in its obligations hereunder or materially breaches this Agreement, in addition to all other remedies, Customer shall be liable for Seller's costs of collection, including reasonable attorneys' fees, costs of collection, litigation costs, expert witness fees and any other costs associated with collection, whether or not suit is actually filed. Separately, to the fullest extent permitted by law, Customer also agrees to indemnify, defend and hold harmless Seller, its affiliates, successors and assigns from and against any liabilities, claims, demands, damages, losses and expenses (including attorney's fees) arising from any act or omission of Customer or its employees or agents, any party under Customer's direction or anyone acting on behalf of Customer, including but not limited to claims arising out of personal injury or death to any person (whether an employee of Customer or any other person) and damage to any property. Seller does not indemnify Customer.

Assignment; Waiver; Interpretation. Customer may not assign in whole or in part without written consent of Seller. Seller may assign its rights and/or obligations hereunder. Customer acknowledges that these terms and conditions, and Seller's proposal if any, constitute the entire agreement between Seller and Customer and supersede any prior agreements and representations. Customer acknowledges and agrees that any prior or contemporaneous promises, agreements, or representations, whether oral or written, or created through custom, usage, or course of dealing are also superseded by these terms and conditions. No waiver of any of these terms and conditions will be valid unless in writing and signed by an authorized representative of Seller. Waiver of any breach or default will not be deemed a waiver of any subsequent breach or default. Delivery of these terms and conditions constitutes either an offer or an acceptance by Seller. If these terms and conditions constitute an offer by Seller, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Seller is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof. Customer shall be bound by these terms and conditions. Any terms and conditions which are not enforceable are deemed severed only to the extent of such non-enforceability.

Notice. Notice under this Agreement will be deemed given (i) when sent by fax or electronic mail with electronic or other confirmation of receipt, or (ii) one business day after being sent by reliable overnight courier, or (iii) three business days after being placed in a postage prepaid envelope, registered or certified mail, and deposited with the U.S. Post office, properly addressed.

Governing Law and Venue. This Agreement and any dispute between the parties will be governed by the law of the State of Illinois and shall be litigated only in the Circuit Court of Grundy County, Morris, Illinois and Customer hereby consents to personal jurisdiction in said court.

Electronic Commerce. Subject to applicable Illinois and federal law, any data digitally signed and electronically transmitted shall be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. A signature hereto or to any amendment, modification or change order hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purpose.

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