

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0124

Multi Year:

Amount \$1,232,001.04

Contract Type:

Small Construction/Inst

Contractor's Name:

Crowley-Sheppard Asphalt

Contractor's AKA:

Execution Date:

3/27/2009

Termination Date:

11/15/2009

Renewal Date:

Department:

Public Works/Streets

Originating Person:

Rich Rittenbacher



Contract Description: 2009 Road Improvement Program

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

April 10, 2009

Mr. R.A. Sheppard
Crowley-Sheppard Asphalt Inc.
6525 W. 99th Street
Chicago Ridge, Illinois 60415

RE: NOTICE TO PROCEED
2009 Road Improvement Program

Dear Mr. Sheppard:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds on April 7, 2009 along with the signed contracts.

Please contact Rich Rittenbacher at 708-403-6243 to arrange the commencement of the work.

The Village has processed Purchase Order #052640 for this contract/service and faxed it to your company on April 10, 2009. It is imperative that this number on the Purchase Order 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 27, 2009 in an amount not to exceed One Million Two Hundred Thirty Two Thousand One and 04/100 (\$1,232,001.04) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Rich Rittenbacher
Tom Martin
Pete Casey

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable
 14700 Ravinia Avenue
 Orland Park, Illinois 60462-3167
 Phone: (708) 403-6180
 Fax: (708) 403-9212



Page: 1

Purchase Order Number: 052640

Purchase Order Date: 03/25/09

PURCHASE ORDER

To:

Ship to:

CROWLEY-SHEPPARD ASPHALT CO.
 6525 WEST 99TH STREET
 CHICAGO RIDGE, IL 60415-0157

VILLAGE OF ORLAND PARK

 -----, IL -----

Vendor No.		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.				Sales Tax Exempt # E9998 1807 05	
1191							
Deliver By	Vendor Phone Number	Vendor Fax Number		Terms			
12/31/09	TEL# (708) 499-2900	FAX# (708) 499-3106		NET			
Confirm To		Confirm By		Requisitioned By			
		JUDY KONOW					
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date		
		SEE BELOW					
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost		
1	1207001.04	DL	2009 ROAD IMPROVEMENT PROGRAM PER BOARD ACTION #2009-0124	1.0000	1207001.04		
2	25000.00	DL	2009 ROAD IMPROVEMENT PROGRAM PATCHING WORK PER BOARD ACTION 2009-0124	1.0000	25000.00		
				SUB-TOTAL	1232001.04		
				TOTAL	1232001.04		
REMARKS: BOARD APPROVED 3/16/09 2009-0124							
REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT			
0000054956	03/18/09	TMARTIN		1207001.04			
05400004997125							
0000054956	03/18/09	TMARTIN		25000.00			
01050024314330							

Authorized By: Judy Konow Faxed: 4-10-09 Phoned: _____ Mailed: _____

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
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Patricia Gira

March 27, 2009

Mr. R.A. Sheppard
Crowley-Sheppard Asphalt Inc.
6525 W. 99th Street
Chicago Ridge, Illinois 60415

NOTICE OF AWARD – 2009 Road Improvement Program

Dear Mr. Sheppard:

This notification is to inform you that on March 16, 2009, the Village of Orland Park Board of Trustees approved awarding Crowley-Sheppard Asphalt Inc. the contract in accordance with the bid you submitted dated February 25, 2009, for 2009 Road Improvement Program for an amount not to exceed One Million Two Hundred Thirty Two Thousand One and 04/100 (\$1,232,001.04) Dollars.

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 April 10, 2009.

1. I am attaching the Contract for 2009 Road Improvement Program. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. The Contractor's Certification Sexual Harassment, Tax & Substance Abuse included in the bid was incomplete (Item 4 was not marked). Please complete and resubmit.
3. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. I've included the Insurance Requirements for you to send to your insurer for proper language.
4. Please submit Performance and Payment Bonds, dated March 27, 2009. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski 
Contract Administrator

VILLAGE OF ORLAND PARK
2009 Road Improvement Program
(Contract for Small Construction or Installation Project)

This Contract is made this 27th day of March, 2009 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Crowley-Sheppard Asphalt Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual dated February 12, 2009, for the Work as described in Section 2 hereunder

- o The Invitation to Bid
- o The Instructions to the Bidders

The Bid Proposal dated February 25, 2009, as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Street resurfacing, storm sewer, curb, sidewalk, and paving improvements

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the

WORK:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
01.	REMOVE & REPLACE 5 IN. PCC SIDEWALK	6,700	S.F.	\$4.90	\$32,830.00
02.	DETECTABLE WARNING PLATE	50	EA.	\$110.00	\$5,500.00
03.	REMOVE & REPLACE CURB & GUTTER, M3.12 CURB	2,520	L.F.	\$17.00	\$42,840.00
04.	REMOVE & REPLACE CURB & GUTTER, B6.12 CURB	1,300	L.F.	\$18.20	\$23,660.00
05.	CONCRETE SLAB RAISING	400	S.F.	\$4.00	\$1,600.00
06.	PNEUMATIC CURB REPAIR	875	L.F.	\$25.00	\$21,875.00
07.	REMOVE & REPLACE 6 IN. P.C.C. DRIVEWAY PAVEMENT	400	S.F.	\$5.50	\$2,200.00
08.	REMOVE & REPLACE 2.5 IN. ASPHALT DRIVEWAY PAVEMENT	150	S.Y.	\$30.00	\$4,500.00
09.	PAVER-BRICK DRIVEWAY REPAIR	20	S.F.	\$12.50	\$250.00
10.	HMA IMPRINTED DRIVEWAY PAVEMENT REPAIR	20	S.Y.	\$175.00	\$3,500.00
11.	BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (2" Depth)	24,680	S.Y.	\$2.00	\$49,360.00
12.	BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (8½"Depth)	4,400	S.Y.	\$6.75	\$29,700.00
13.	BITUMINOUS SURFACE REMOVAL, EDGE MILLING	2,150	S.Y.	\$2.75	\$5,912.50
14.	BITUMINOUS MATERIALS, PRIME COAT	3,200	GAL.	\$1.50	\$4,800.00
15.	BITUMINOUS MATERIALS- PRIME COAT, REFLECTIVE CRACK CONTROL	10,240	GAL.	\$2.37	\$24,268.80
16.	CLASS D PATCHES, VARIOUS TYPES (PLAN)	1,170	TON	\$90.00	\$105,300.00
17.	CLASS D PATCHES, VARIOUS TYPES – OFF-SITE	800	TON	\$120.00	\$96,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	MIXTURE FOR CRACKS, JOINTS AND FLANGWAYS	4	TON	\$250.00	\$1,000.00
19.	BITUMINOUS BASE COURSE, SUPERPAVE, 4"	1,000	TON	\$50.00	\$50,000.00
20.	LEVELING BINDER, MACHINE METHOD, SUPERPAVE, N50	1,680	TON	\$68.00	\$114,240.00
21.	BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N50	750	TON	\$60.00	\$45,000.00
22.	BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX "C", N50	3,740	TON	\$70.00	\$261,800.00
23.	AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A- 4 OZ./S.Y.	28,630	S.Y.	\$0.63	\$18,036.90
24.	STRIP REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM B	300	S.F.	\$0.65	\$195.00
25.	TOPSOIL & SODDING	740	S.Y.	\$8.50	\$6,290.00
26.	6 IN. PERFORATED PVC STORM SEWER UNDERDRAIN	2,390	L.F.	\$15.75	\$37,642.50
27.	24 IN. INLET	10	EA.	\$680.00	\$6,800.00
28.	TRENCH BACKFILL, WASHED CA-7	182	TON	\$24.00	\$4,368.00
29.	TRENCH BACKFILL, CA-6	190	TON	\$15.00	\$2,850.00
30.	FRAMES & LIDS TO BE ADJUSTED (Steel Ring)	12	EA.	\$110.00	\$1,320.00
31.	ADJUST & REMORTAR STRUCTURE FRAME	38	EA.	\$375.00	\$14,250.00
32.	RECONSTRUCT MANHOLE, BLOCK	2	EA.	\$535.00	\$1,070.00
33.	RECONSTRUCT MANHOLE, CONE SECTION	1	EA.	\$680.00	\$680.00
34.	RECONSTRUCT MANHOLE, FLAT SLAB	1	EA.	\$680.00	\$680.00
35.	RE-MORTAR STRUCTURE	39	EA.	\$60.00	\$2,340.00
36.	THERMOPLASTIC PAVEMENT MARKING, LINE	4,250	S.F.	\$2.70	\$11,475.00
37.	THERMOPLASTIC PAVEMENT MARKING, SYMBOL	130	S.F.	\$2.70	\$351.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
38.	DETECTOR LOOP	300	L.F.	\$14.35	\$4,305.00
39.	TRAFFIC CONTROL & PROTECTION STANDARDS- WEST AVENUE	1	L.S.	\$1,000.00	\$1,000.00
40.	TRAFFIC CONTROL & PROTECTION STANDARDS- RAVINIA AVENUE	1	L.S.	\$1,500.00	\$1,500.00

TOTAL: One Million Forty One Thousand Two Hundred Eighty-Nine and 70/100 (\$1,041,289.70) Dollars. Additional work may be requested at the above stated unit prices for a total amount not to exceed One Million Two Hundred Thirty Two Thousand One and 04/100 (\$1,232,001.04) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by November 15, 2009, (hereinafter referred to as the "CONTRACT TIME.") Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice.

The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
R.A. Sheppard
Crowley-Sheppard Asphalt Inc.
6525 W. 99th Street
Chicago Ridge, Illinois 60415
Telephone: 708-499-2900
Facsimile: 708-499-3106
e-mail:

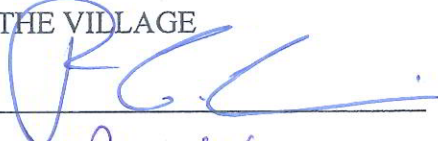
or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.


SECTION 8: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE
By: 
Print name: Paul G. Grimes
Its: Village Manager
Date: 4/9/09

FOR: THE CONTRACTOR
By: 
Print name: R.A. SHEPPARD
Its: PRESIDENT
Date: 3-30-09

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and CROWLEY-SHEPPARD ASPHALT, INC (the "CONTRACTOR") for **2009 Road Improvement Project** (the "WORK") dated **March 27, 2009** (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of the Contractor the Village shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 1.1.2 The Village shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.
- 1.1.3 The Village shall have the right to stop the Work by a written order should the Contractor fail to correct Work not in accordance with the Contract Documents which will remain in effect until the Work is corrected without giving rise to any duty on the part of the Village to stop the Work for the benefit of the Contractor or any other entity.
- 1.1.4 The Village may, if the Contractor does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the Village, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the Contractor.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies,

Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village. All manufacturers' guarantees and warranties shall be delivered to the Village prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated February 12, 2009 which includes
 - Instructions to the Bidders
 - Invitation to Bid
 - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda, if any

- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 Performance and Payment Bonds if required

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the Village without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the Contractor and no payment will be made by the Village for material not actually installed and built into the Work without written authorization for the Village.

3.3 Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.4 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The Village is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The Village shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the Village. Materials, equipment, components or completed work not complying therewith may be rejected by the Village and shall be removed and replaced by the Contractor at no cost to the Village.

ARTICLE 6: ASSIGNMENT

6.1 The Contractor's duties and obligations under the Contract shall not be assigned without the express written consent of the Village.

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in

the performance of their Work.

6.3 The Contractor shall not contract with anyone to whom the Village has a reasonable objection.

6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.

7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

ARTICLE 8: DEFAULT

8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

8.2 Upon declaration of Contractor's default, the Village may, at his option, call upon the surety to complete the Work in accordance with the terms of this contract or may take over the Work, including

any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as shall be required for the completion of the Work in an acceptable manner.

8.3 All costs and charges incurred by the Village, together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the Village shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Village, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the Village the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

9.1 If an Architect or Engineer has contracted with the Village to administer the Contract between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the contract between the Village and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the contract shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the contract.

9.2 Any legal action taken by either party shall be decided based upon the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence of the Contract. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay not caused by Contractor, its Subcontractors or others for whose actions Contractor is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or

cancellation of required insurance policies. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit
\$2,000,000 Aggregate - Completed Operations
\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$5,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have

the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The Contractor shall furnish Performance and Payment Bonds acceptable to the Village in the full amount of the Contract. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the Contract between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Village or its designee finding that the change was not reasonably foreseeable at the time the contract was signed, the change is germane to the Contract or the change is in the best interest of the Village. Any change increasing the original Contract Sum by fifty percent (50%) or more must be re-bid by the Village as required by law.

ARTICLE 15: TERMINATION

15.1 The Village may, at any time, terminate the Contract for the Village's convenience and without cause upon written notice to the Contractor and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.

SPECIAL PROVISION

REPAIR OF CONCRETE VIA THE PNEUMATIC PLACEMENT METHOD (PNEUMATIC CURB REPAIR)

Application:

This pay item is similar to Section 585- Epoxy Mortar Repair, from the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, Jan. 1 2002, and shall be used for repairing or depressing short sections of existing concrete curb & gutter.

Materials:

The cement and fine aggregate for pneumatic concrete shall conform to the requirements of articles 1001-1004 of the latest edition of the IDOT Standard Specifications and ACI standard 506-66.

Equipment:

The cement gun for the pneumatically placed mortar shall be of the wet-mix pressure vessel type similar to the Sprayton Gun, True Gun-All model, or an equal approved by the Village. The compressor shall be of sufficient capacity to provide enough air pressure to operate the concrete placing machine at rated capacity.

The concrete placing machine shall be of the type where the water can be accurately gauged and mixed with dry materials in a mixing chamber under air pressure. The mixed material shall be fed by air pressure through a hose connected to a positive shut-off trigger type nozzle to insure complete hydration of the materials.

General Procedure of Work:

1. All exterior concrete surfaces shall be thoroughly examined by means of sounding with hammers to determine loose or defective areas that may exist.
2. Where such defective concrete surfaces exist, these areas are to be removed by use of air hammers or other mechanical tools to a depth necessary to remove all loose and disintegrated material. All exposed reinforcing bars shall be thoroughly cleaned by sandblasting. All unbonded reinforcing bars shall be undercut to a depth that will permit a minimum of one inch (1 in.) of plastic cement around the reinforcing bars.
3. After removing the unsound concrete from the surface, the contractor shall thoroughly clean the surface by sandblasting the areas involved.
4. Surfaces shall be wetted before gunning (to control suction), but any excess puddling water shall be removed.
5. The pneumatic and portland cement mortar shall be applied with the cement gun so as to form a compact, durable covering of the thickness desired. The finish shall be brushed and free of depression. The contractor shall carefully restore the original shapes and contours of the repaired sections.

SPECIAL PROVISION

PAVER-BRICK DRIVEWAY REPAIR

Application:

This pay item is for the restoration of paver brick driveways following the removal and replacement of adjacent concrete curb & gutter and/or concrete sidewalk.

Materials:

The replacement brick (if necessary) shall be of the same type and color as the existing driveway brick. CA-6 crushed stone and torpedo sand shall be used to restore the driveway base course and leveling course.

Construction methods:

It is recommended that at least two or three courses of the driveway bricks be removed by hand and stacked prior to the removal of concrete. This will ensure that few, if any, replacement bricks will be needed to restore the driveway. The driveway shall be restored, as close as possible, to original condition. The correct fit, pattern, consistent grading and compaction of the brick driveway pavement are of utmost importance.

General procedure of work:

1. Within 5-7 days of the new concrete placement, the base course of the driveway shall be restored.
2. Immediately following base course repair, the paver bricks shall then be fitted to the existing driveway to restore the original grade and appearance of the driveway.
3. Additional sand shall be added to the brick joints and a vibratory plate-type compactor shall be used to solidify the brick pavement.

Basis of Payment:

This work will be paid for at the contract unit price per **SQUARE FOOT** for **PAVER BRICK DRIVEWAY REPAIR**.

within 8 hours of application of the coating. There should be no precipitation expected within 12 hours after applying the final top coat.

Basis of Payment:

This work will be paid for at the contract unit price per **SQUARE YARD** of pavement for **HMA TEXTURED ASPHALT DRIVEWAY PAVEMENT REPAIR**

3. All existing loose mortar and other foreign material shall be completely removed from the structure prior to application of the new sealant. The sealant shall be applied to a clean and undamaged surface to achieve a smooth finish suitable for seating adjustment risers.
4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.
6. Fresh mortar shall be applied to those interior areas of the structure that may allow leakage to occur.
7. All loose material shall be removed from the bottom of the structure.
8. A map showing the locations of the serviced structures shall be provided to the Village upon completion of the work.

Basis of Payment:

This work will be paid for at the contract unit price per each structure serviced for **ADJUST & REMORTAR STRUCTURE FRAME.**

1. Structure frame and grate shall be reused unless deemed to be defective by the Village Engineer.
2. All compromised adjusting risers and masonry units shall be removed from the structure and discarded.
3. All existing loose mortar, masonry units, and other foreign material shall be completely removed from the structure prior to application of the new mortar and concrete masonry units. The mortar shall be applied to a clean and undamaged surface to achieve a smooth finish suitable for seating concrete masonry units.
4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.
6. Fresh mortar shall be applied to those interior areas of the structure that may allow leakage to occur.
7. All loose material shall be removed from the bottom of the structure.
8. A map showing the locations of the serviced structures shall be provided to the Village upon completion of the work.

Basis of Payment:

This work will be paid for at the contract unit price per each structure serviced for **RECONSTRUCT MANHOLE, BLOCK.**

4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.
6. Fresh mortar shall be applied to those interior areas of the structure that may allow leakage to occur.
7. All loose material shall be removed from the bottom of the structure.
8. A map showing the locations of the serviced structures shall be provided to the Village upon completion of the work.

Basis of Payment:

This work will be paid for at the contract unit price per **EACH** structure serviced for **RECONSTRUCT MANHOLE, CONE SECTION**.

4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.
6. Fresh mortar shall be applied to those interior areas of the structure that may allow leakage to occur.
7. All loose material shall be removed from the bottom of the structure.
8. A map showing the locations of the serviced structures shall be provided to the Village upon completion of the work.

Basis of Payment:

This work will be paid for at the contract unit price per **EACH** structure serviced for **RECONSTRUCT MANHOLE, FLAT SLAB**.

SPECIAL PROVISION

THERMOPLASTIC PAVEMENT MARKING, LINE [SYMBOL]

Application:

This pay item is for the striping of thermoplastic pavement lane lines, stop bars, parking stalls, and crosswalks [arrows, lettering, and symbols] throughout the project.

Materials and Equipment:

Materials shall conform to Article 1095.01 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2002. Equipment for thermoplastic pavement markings shall be according to the pertinent articles of section 780 of the IDOT Standard Specifications.

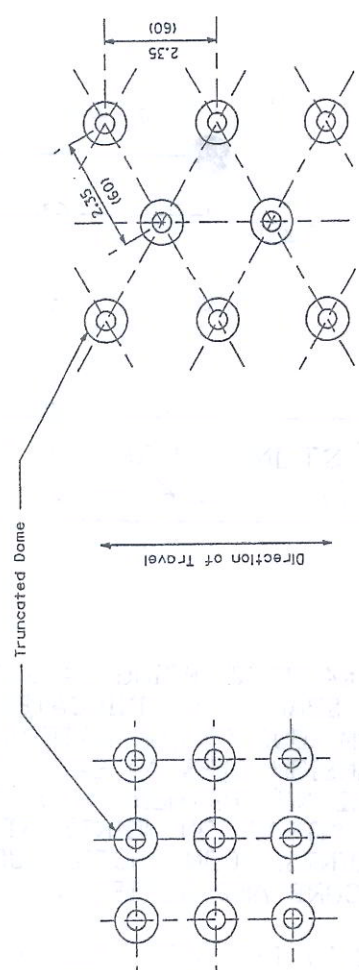
General procedure of work:

The application of thermoplastic pavement lines shall specifically conform to article 780.05 of the IDOT Standard Specifications

Basis of Payment:

Thermoplastic pavement lines shall be paid for at the contract unit price per **SQUARE FOOT** of thermoplastic pavement lines applied and accepted in place.

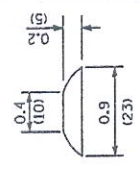
1.66 min. - 2.35 max.
 (.42 min. - .60 max.)



SQUARE PATTERN
 (Parallel Alignment)

TRIANGULAR PATTERN

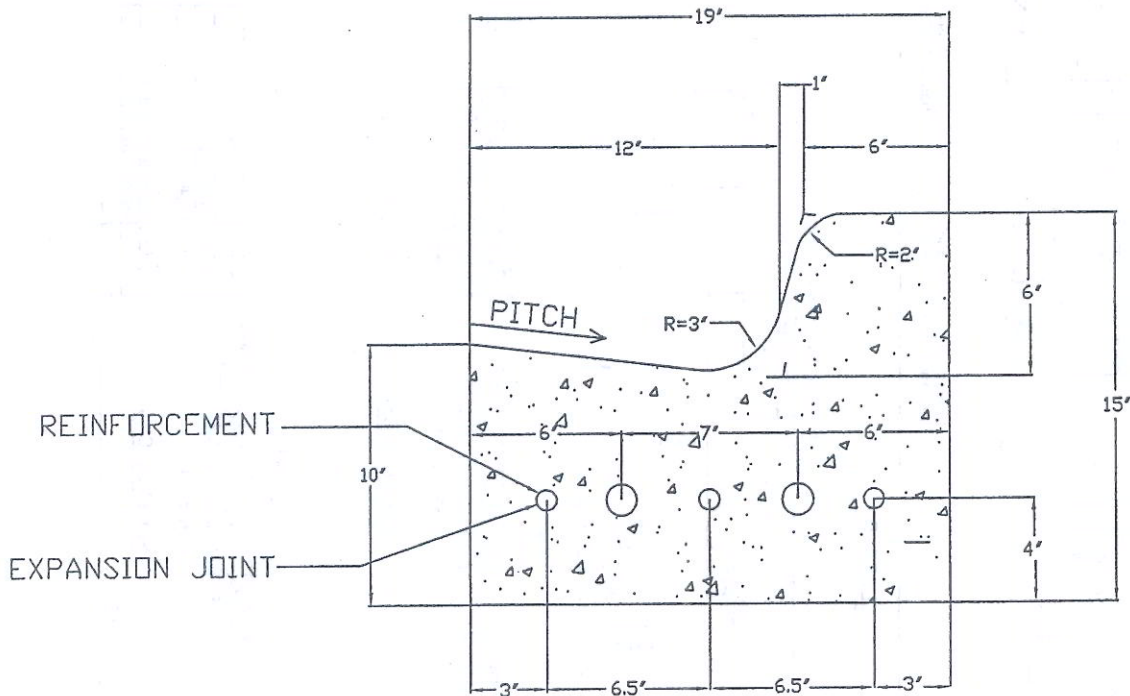
DETECTABLE WARNINGS DETAIL



TRUNCATED DOME DETAIL

Illinois Department of Transportation
 PASSED January 1, 2008
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2008
 ENGINEER OF DESIGN AND ENVIRONMENT

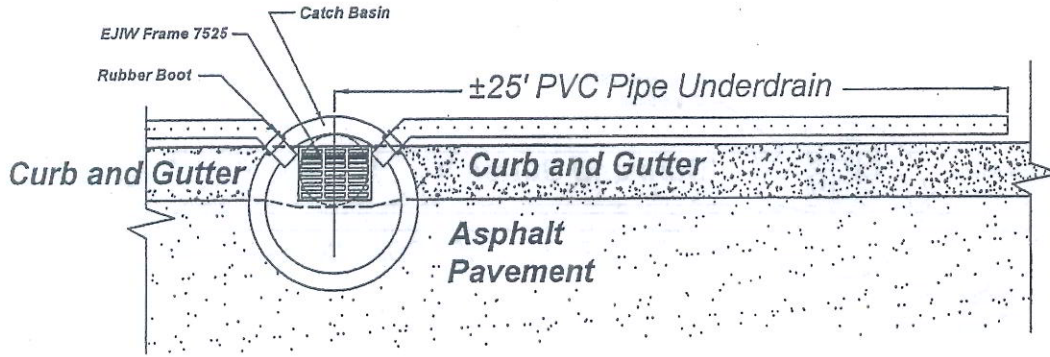
ISSUED 1-1-97



NOTES:

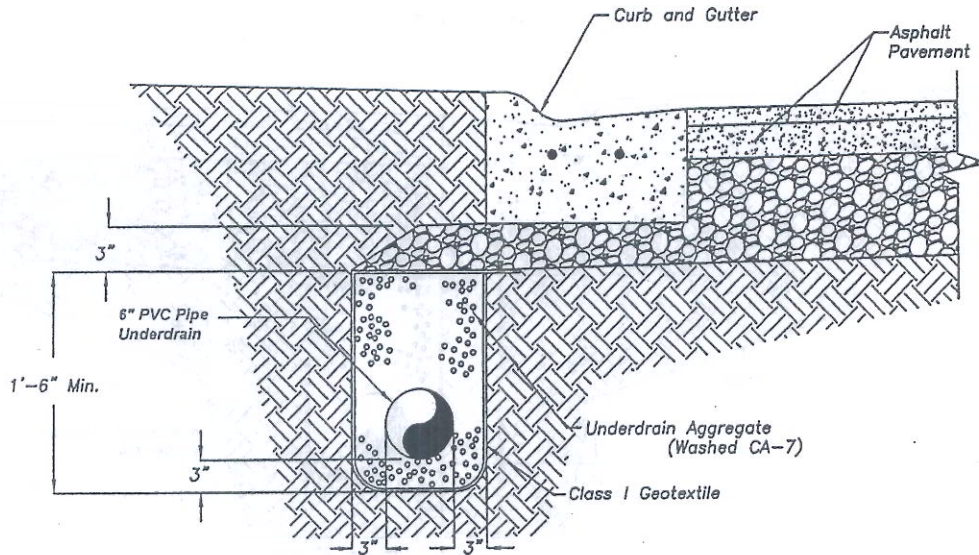
1. REINFORCEMENT SHALL BE THREE (3) #5 REINFORCING BARS CONTINUOUS BETWEEN EXPANSION JOINTS, WITH LOCATION SPACING AS INDICATED ABOVE.
2. EXPANSION JOINT: 3/4" THICK BITUMINOUS FILLER MATERIAL- PROVIDE TWO (2) #6 X 24" SMOOTH BARS WITH EXPANSION CAPS AT EACH EXPANSION JOINT. INSTALL AT ENDS OF ALL RADII AND NO FURTHER THAN SIXTY (60') FEET APART.
3. SAW THREE (3) EQUALLY SPACED CONTRACTION JOINTS AT TWENTY (20') FEET INTERVALS BETWEEN EXPANSION JOINTS. CONTRACTION JOINTS SHALL BE SAW-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.

B - 6.12 CURB AND GUTTER		
B-612.DWG	STREET & PAVEMENT	DATE:
DRAWN BY:		REVISED:
Village of ORLAND PARK		REVISED: 2-14-08 rjr
		REVISED: 2-6-08 KTL
Engineering Department		DRAWING NO. STR-04



PLAN VIEW

SCALE: N.T.S.



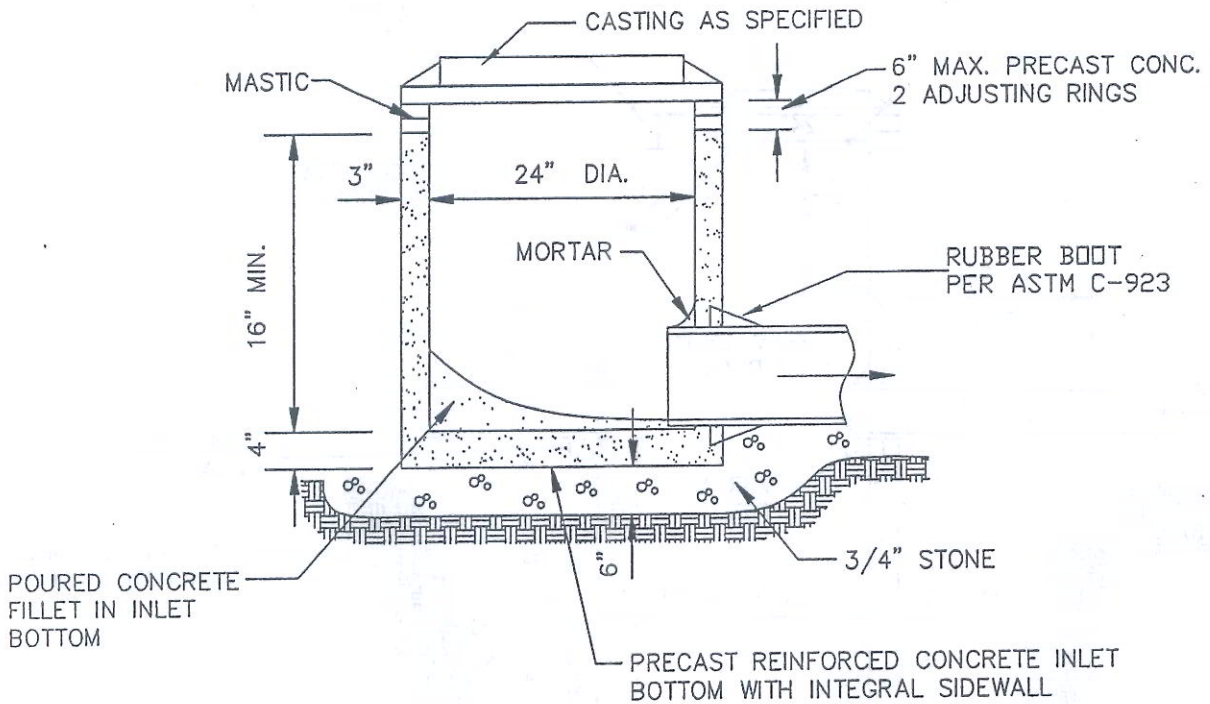
PIPE UNDERDRAIN BEHIND CURB

SCALE: N.T.S.

Underdrain Notes:

1. The installation of the underdrains shall conform to section 601.04 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
2. Pipe material shall be 6" perforated PVC, per article 1040.03 of the IDOT Standard Specifications.
3. The underdrains shall be installed with the drain perforations down. All underdrains shall be held in the center of the trench by mechanical means while placing compacted trench backfill of washed CA-7.
4. After the underdrain pipe is installed, the geotextile shall be folded over the underdrain aggregate and overlapped a minimum of 12".
5. The underdrains shall have watertight joints, and be tied into the nearest storm sewer inlet. The connection to the inlet structure shall conform to ASTM C-923.

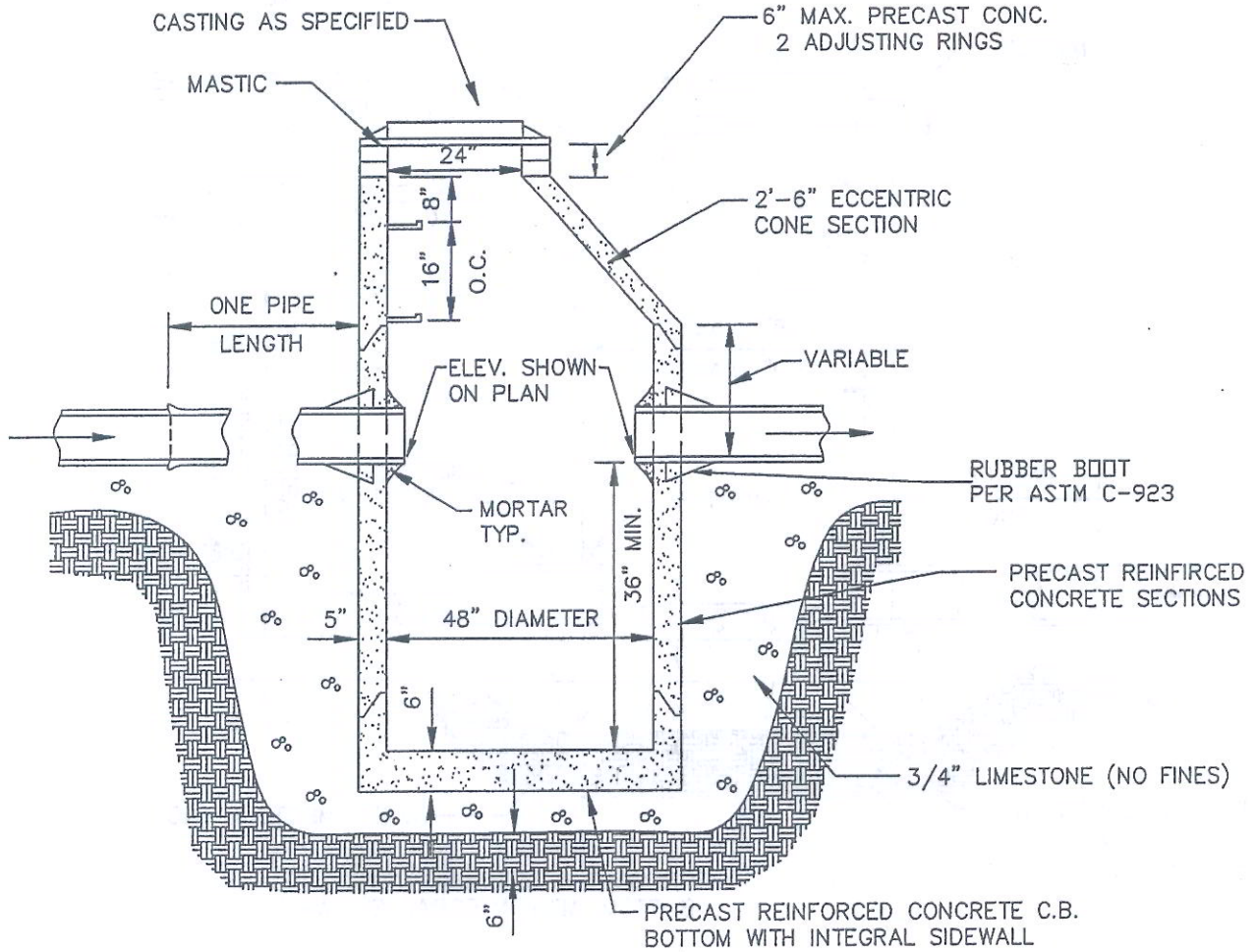
CURB UNDERDRAIN DETAIL - Back of Curb		
Underdrain-bc.dwg	STREET & PAVEMENT	DATE: 11/20/2006
DRAWN BY:		REVISED:
Village of ORLAND PARK		REVISED:
Public Works Department		REVISED: 2-14-08 rjr
		DRAWING NO. STR-20



NOTES:

1. Adjustment: Any structure located within pavement shall require the use of at least one (1) rubber adjustment riser, Infra-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 riser(s). The minimum thickness of a rubber adjustment riser shall be one (1) inch. Adjustments within pavement greater than three (3) inches in height shall use a minimum three (3) inch 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 C-923. Adapter chimney seal with twelve (12) inch sleeve type shall extend from the manhole cone to the manhole frame for all structures in the right-of-way.
3. Sealing: All non-rubber mating surfaces, exterior joints of frames, adjustment riser(s), flat slab top or cone section (if applicable) and structure section shall be sealed with a uniform application of bituminous mastic sealant. The mating surfaces of all rubber Adjustment risers shall be sealed with the manufacturer's recommended sealant for rubber adjustment risers. If multiple adjustment risers are required, a continuous application of sealant shall be applied between each unit. Interior surfaces shall be sealed with concrete mortar or epoxy mortar. Concrete mortar or epoxy mortar will not be used on mating surfaces as a sealant between adjustment risers, structure sections or frames
4. All bottom sections shall be monolithically precast including bases and invert flowlines.
5. Provide CA-6 aggregate backfill around inlet to subgrade elevation in paved areas for subgrade.

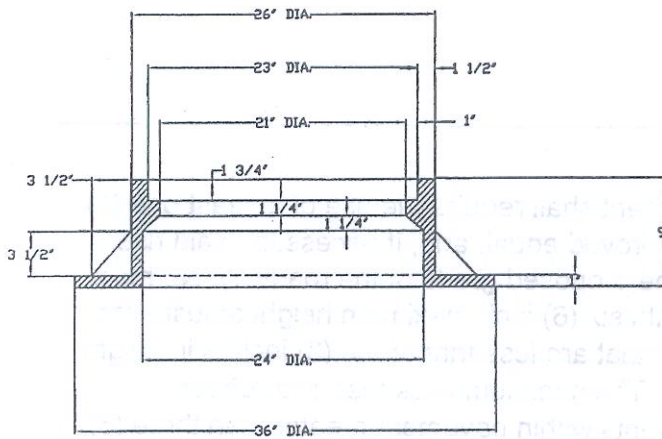
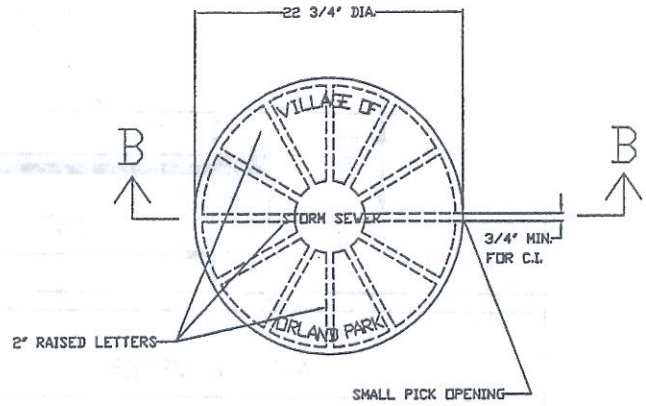
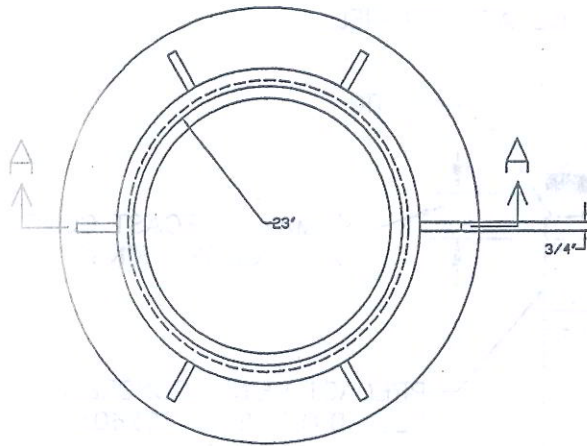
INLET TYPE A		
INLET_A.DWG	STORM SEWER IMPROVEMENT	DATE:
DRAWN BY:		REVISED:
Village of ORLAND PARK		REVISED:
Engineering Department		REVISED:
		DRAWING NO. STS-05



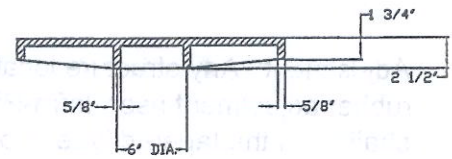
NOTES:

1. Adjustment: Any structure located within pavement shall require the use of at least one (1) rubber adjustment riser, Infra-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 riser(s). The minimum thickness of a rubber adjustment riser shall be one (1) inch. Adjustments within pavement greater than three (3) inches in height shall use a minimum three (3) inch 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 C-923. Adapter chimney seal with twelve (12) inch sleeve type shall extend from the manhole cone 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.

CATCHBASIN TYPE A		
CBASIN_A.DWG	STORM SEWER IMPROVEMENT	DATE:
DRAWN BY:	Village of ORLAND PARK	REVISED:
	Engineering Department	REVISED:
		DRAWING NO. STS-02



**SECTION A-A
CAST FRAME**

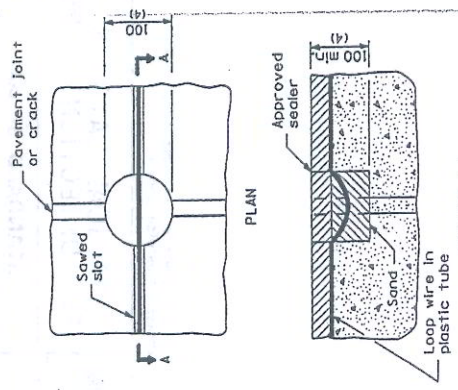


**SECTION B-B
CAST CLOSED LID**

NOTES:

1. DUCTILE IRON CASTINGS SHALL BE GRADE 60-40-18 AND SHALL BE TESTED IN ACCORDANCE WITH FEDERAL SPECIFICATIONS.
2. ALL LIDS AND COVERS SHALL BE MACHINED.
3. THE MANHOLE COVERS SHALL HAVE RAISED LETTERS AS SHOWN.
4. ALTERNATIVE TO DUCTILE IRON LID, GRAY IRON LID MAY BE USED.
5. MINIMUM WEIGHTS FOR CASTINGS AS SHOWN.
6. CASTINGS SHALL BE EAST JORDAN IRON WORKS 105021 FRAME AND 1020A COVER.

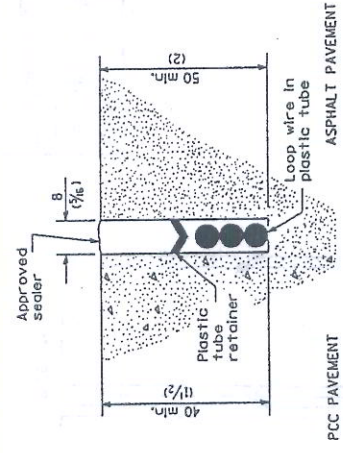
STORM SEWER FRAME & COVER		DATE:
FRAME&CO.DWG	STORM SEWER IMPROVEMENT	REVISED:
DRAWN BY:	Village of ORLAND PARK	REVISED:
	Engineering Department	REVISED:
		DRAWING NO. STS-14



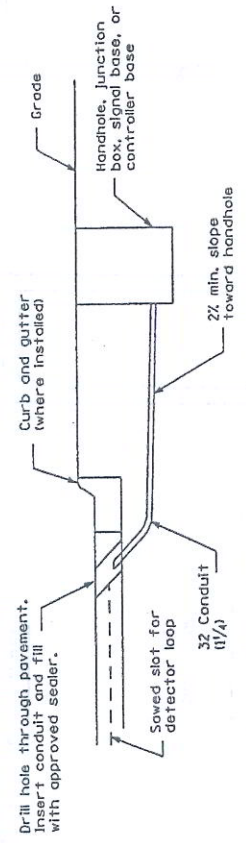
NOTE

Loop wire shall follow saw cut to bottom, forming sick section at joint.

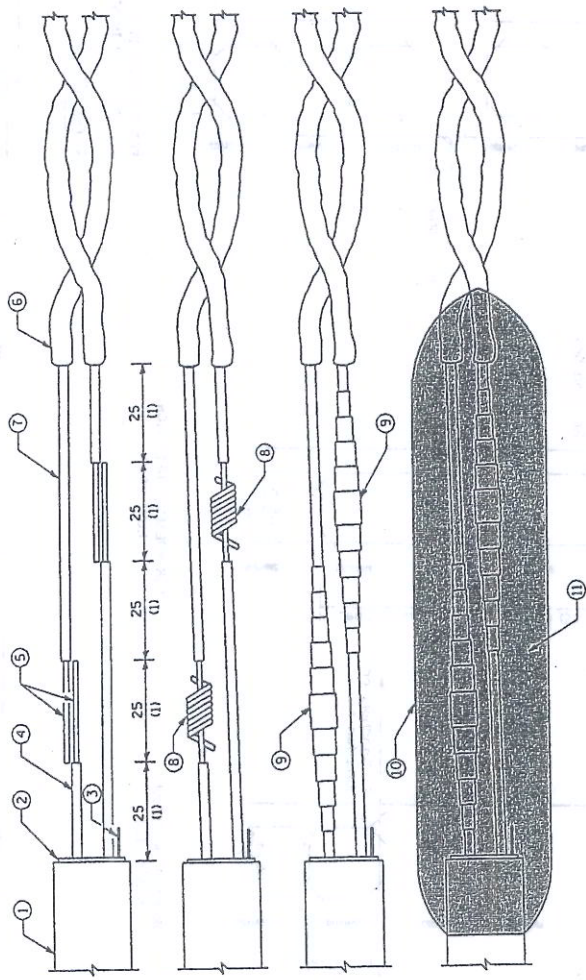
DETECTOR LOOP AT PAVEMENT JOINT OR PAVEMENT CRACK



DETECTOR LOOP INSTALLATION



DETECTOR LOOP LEAD-IN



LOOP WIRE AND LEAD-IN CABLE SPLICE

All dimensions are in millimeters (inches) unless otherwise shown.

DATE	REVISIONS
1-1-02	Renum. Standard 846001.
1-1-97	Renum. Standard 2370-2.

DETECTOR LOOP INSTALLATIONS

STANDARD 886001

APPROVED

STATE OF TEXAS

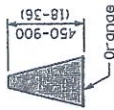
ENGINEER OF TRANSPORTATION

APPROVED

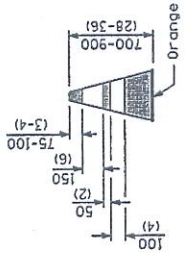
STATE OF TEXAS

ENGINEER OF REGISTER AND EQUIPMENT

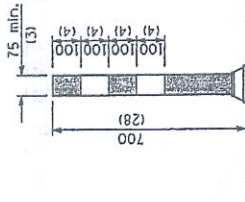
ISSUED 1-1-02



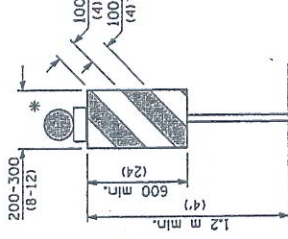
CONE



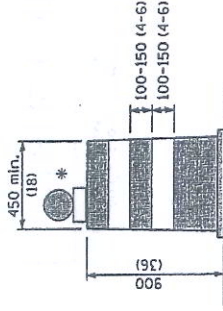
REFLECTORIZED CONE



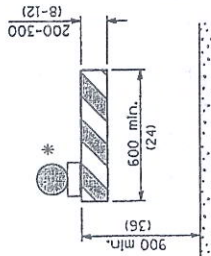
FLEXIBLE DELINEATOR



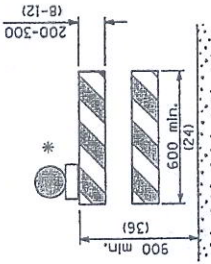
**VERTICAL PANEL
POST MOUNTED**



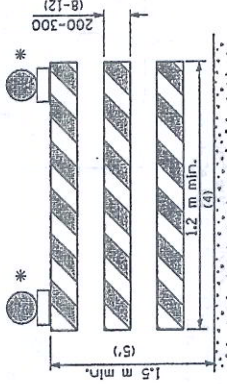
DRUM



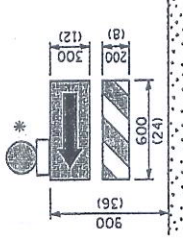
TYPE I BARRICADE



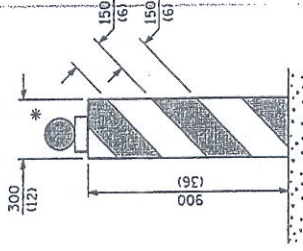
TYPE II BARRICADE



TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.
All dimensions are in millimeters (inches) unless otherwise shown.

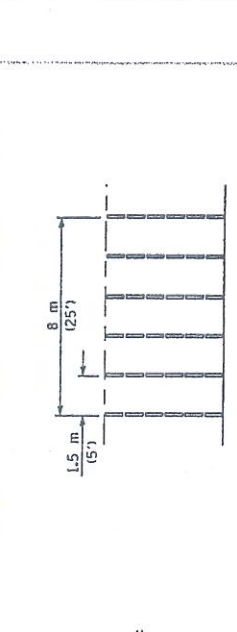
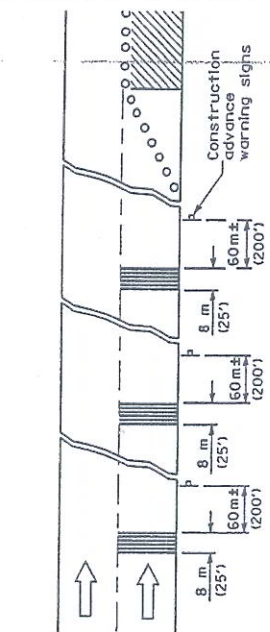
Illinois Department of Transportation
APPROVED: [Signature] JUNE 11, 2008
ENGINEER OF OPERATIONS
APPROVED: [Signature] JUNE 11, 2008
ENGINEER OF DESIGN AND ENVIRONMENT

DATE	REVISIONS
1-1-08	Renumbered Standard
7-20-01	702001-06. Rev. note for temp. signs on Sheet 2.
4-1-06	Revised vert. barricade, post mounted signs, and signs on temp. supports.

**TRAFFIC CONTROL
DEVICES**

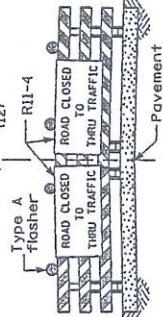
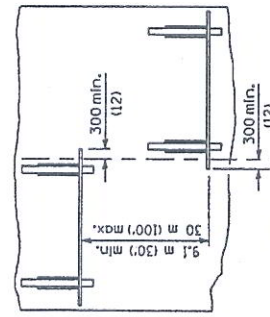
(Sheet 1 of 3)

STANDARD 701901

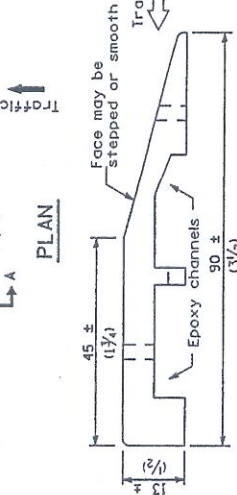
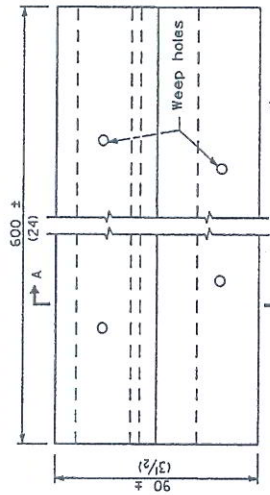


TYPICAL INSTALLATION

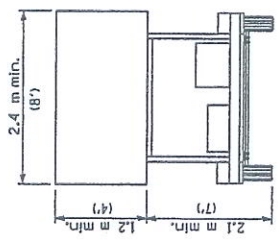
TEMPORARY RUMBLE STRIPS



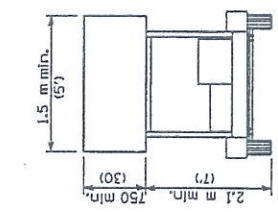
ROAD CLOSED TO THRU TRAFFIC
 ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.



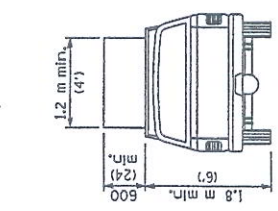
SECTION A-A



TYPE C
TRAILER MOUNTED

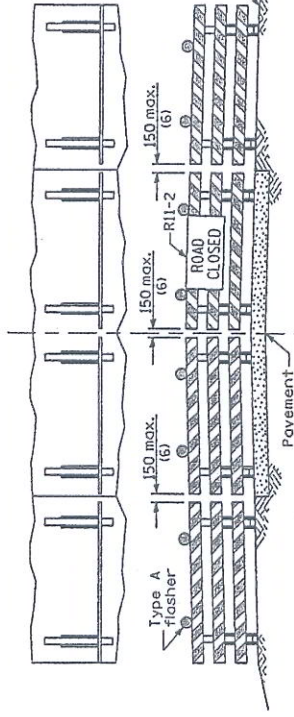


TYPE B
ROOF OR TRAILER MOUNTED



TYPE A
ROOF MOUNTED

ARROW BOARDS



ROAD CLOSED TO ALL TRAFFIC

ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

TYPICAL APPLICATIONS OF
 TYPE III BARRICADES CLOSING A ROAD

All dimensions are in millimeters (inches) unless otherwise shown.

TRAFFIC CONTROL DEVICES
 (Sheet 3 of 3)
 STANDARD 701901

Illinois Department of Transportation APPROVED: [Signature] 2008 ENGINEER OF OPERATIONS	ISSUED: 1-1-97
	APPROVED: [Signature] 2008 ENGINEER OF DESIGN AND ENVIRONMENT

BIDDER SUMMARY SHEET

2009 Road Improvement Program

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: CROWLEY-SHEPPARD ASPHALT INC.

Address: 6525 W. 99th ST.

City, State, Zip Code: CHICAGO RIDGE, IL. 60415

Contact Person: R.A. SHEPPARD

FEIN #: 36-3932361

Phone: (708) 499-2900 Fax: (708) 499-3106

E-mail Address: Crowley Sheppard Md & Associates, net

Signature of Authorized Signee: [Signature]

Title: PRESIDENT Date: 2-25-09

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

TOTAL BID PRICE: \$ 1,041,289.70

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.
(NOTE: At least 60 days should be allowed for evaluation and approval.)

UNIT PRICE BID SHEET

2009 Road Improvement Program

Orland Park Street Resurfacing, Storm Sewer, Curb, Sidewalk, and Paving Improvements

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in the Invitation to Bid, 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 2009 Road Improvement Program- street resurfacing, storm sewer, curb, sidewalk, and paving improvements.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
01.	REMOVE & REPLACE 5 IN. PCC SIDEWALK	6,700 S.F.	<u>4.90</u>	<u>32,830.⁰⁰</u>
			<u>110.00</u>	<u>5500.⁰⁰</u>
02.	DETECTABLE WARNING PLATE	50 EA.		
03.	REMOVE & REPLACE CURB & GUTTER, M3.12 CURB	2,520 L.F.	<u>17.00</u>	<u>42840.⁰⁰</u>
04.	REMOVE & REPLACE CURB & GUTTER, B6.12 CURB	1,300 L.F.	<u>18.20</u>	<u>23660.⁰⁰</u>
05.	CONCRETE SLAB RAISING	400 S.F.	<u>4.00</u>	<u>1600.⁰⁰</u>
06.	PNEUMATIC CURB REPAIR	875 L.F.	<u>25.00</u>	<u>21875.⁰⁰</u>
07.	REMOVE & REPLACE 6 IN. P.C.C. DRIVEWAY PAVEMENT	400 S.F.	<u>5.50</u>	<u>2200.⁰⁰</u>
08.	REMOVE & REPLACE 2.5 IN. ASPHALT DRIVEWAY PAVEMENT	150 S.Y.	<u>30.00</u>	<u>4500.⁰⁰</u>
09.	PAVER-BRICK DRIVEWAY REPAIR	20 S.F.	<u>12.50</u>	<u>250.⁰⁰</u>
10.	HMA IMPRINTED DRIVEWAY PAVEMENT REPAIR	20 S.Y.	<u>175.00</u>	<u>3500.⁰⁰</u>
11.	BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (2" Depth)	24,680 S.Y.	<u>2.00</u>	<u>49,360.⁰⁰</u>
12.	BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (8½" Depth)	4,400 S.Y.	<u>6.75</u>	<u>29,700.⁰⁰</u>
13.	BITUMINOUS SURFACE REMOVAL, EDGE MILLING	2,150 S.Y.	<u>2.75</u>	<u>5912.50</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
14.	BITUMINOUS MATERIALS, PRIME COAT	3,200 GAL.	<u>1.50</u>	<u>4800⁰⁰</u>
15.	BITUMINOUS MATERIALS- PRIME COAT, REFLECTIVE CRACK CONTROL	10,240 GAL.	<u>2.37</u>	<u>24,268⁸⁰</u>
16.	CLASS D PATCHES, VARIOUS TYPES (PLAN)	1,170 TON	<u>90.00</u>	<u>105,300⁰⁰</u>
17.	CLASS D PATCHES, VARIOUS TYPES - OFF-SITE	800 TON	<u>120.00</u>	<u>96,000⁰⁰</u>
18.	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	4 TON	<u>250.00</u>	<u>1000⁰⁰</u>
19.	BITUMINOUS BASE COURSE, SUPERPAVE, 4"1,000	TON	<u>50.00</u>	<u>50,000⁰⁰</u>
20.	LEVELING BINDER, MACHINE METHOD, SUPERPAVE, N50	1,680 TON	<u>68.00</u>	<u>114,240⁰⁰</u>
21.	BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N50	750 TON	<u>60.00</u>	<u>45,000⁰⁰</u>
22.	BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX "C", N50	3,740 TON	<u>70.00</u>	<u>261,800⁰⁰</u>
23.	AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A- 4 OZ./S.Y.	28,630 S.Y.	<u>.63</u>	<u>18,036⁸⁰</u>
24.	STRIP REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM B	300 S.F.	<u>.65</u>	<u>195⁰⁰</u>
25.	TOPSOIL & SODDING	740 S.Y.	<u>8.50</u>	<u>6290⁰⁰</u>
26.	6 IN. PERFORATED PVC STORM SEWER UNDERDRAIN	2,390 L.F.	<u>15.75</u>	<u>37,642⁵⁰</u>
27.	24 IN. INLET	10 EA.	<u>680.00</u>	<u>6800⁰⁰</u>
28.	TRENCH BACKFILL, WASHED CA-7	182 TON	<u>24.00</u>	<u>4368⁰⁰</u>
29.	TRENCH BACKFILL, CA-6	190 TON	<u>15.00</u>	<u>2850⁰⁰</u>
30.	FRAMES & LIDS TO BE ADJUSTED (Steel Ring)	12 EA.	<u>110.00</u>	<u>1320⁰⁰</u>
31.	ADJUST & REMORTAR STRUCTURE FRAME	38 EA.	<u>375.00</u>	<u>14250⁰⁰</u>
32.	RECONSTRUCT MANHOLE, BLOCK	2 EA.	<u>535.00</u>	<u>1070⁰⁰</u>
33.	RECONSTRUCT MANHOLE, CONE SECTION	1 EA.	<u>680.00</u>	<u>680⁰⁰</u>
34.	RECONSTRUCT MANHOLE, FLAT SLAB	1 EA.	<u>680.00</u>	<u>680⁰⁰</u>
35.	RE-MORTAR STRUCTURE	39 EA.	<u>60.00</u>	<u>2340⁰⁰</u>
36.	THERMOPLASTIC PAVEMENT MARKING, LINE	4,250 S.F.	<u>2.70</u>	<u>11,475⁰⁰</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
37.	THERMOPLASTIC PAVEMENT MARKING, SYMBOL	130 S.F.	<u>2.70</u>	<u>351⁰⁰</u>
38.	DETECTOR LOOP	300 L.F.	<u>14.35</u>	<u>4305⁰⁰</u>
39.	TRAFFIC CONTROL & PROTECTION STANDARDS- WEST AVENUE	1 L.S.	<u>1000.00</u>	<u>1000⁰⁰</u>
40.	TRAFFIC CONTROL & PROTECTION STANDARDS- RAVINIA AVENUE	1 L.S.	<u>1500.00</u>	<u>1500⁰⁰</u>
TOTAL AMOUNT				\$ <u>1,041,289.70</u> (Enter this amount as Total Bid Price on bidder summary sheet)

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project

Bidder/Contractor:

Firm Name: CROWLEY-SHEPPARD ASPHALT INC.

Signed: [Signature]

Title: PRESIDENT

Dated: 2-25-09

Attest: [Signature]

Fidelity and Deposit Company

POST OFFICE BOX 1227

OF MARYLAND

BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CROWLEY-SHEPPARD ASPHALT, INC.

6525 West 99th Street Chicago Ridge IL 60415-0157

....., as Principal, (hereinafter called the "Principal"),
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, P.O. Box 1227, Baltimore, Maryland 21203, a corporation
duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and

firmly bound unto VILLAGE OF ORLAND PARK, IL

14700 South Ravinia Avenue Orland Park IL 60462

.....as Obligee, (hereinafter called the "Obligee"),

in the sum of Ten percent of amount bid. Dollars (\$10% of Amount Bid....),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.....
2009 Road Improvement Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 17th day of February A.D., 2009

m j Sheppard
Witness

{ CROWLEY-SHEPPARD ASPHALT, INC. (SEAL)
Principal
President
Title

Tara Bama
Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND


Surety
By Susan J. Preiksa (SEAL)
Title
Attorney-in-Fact

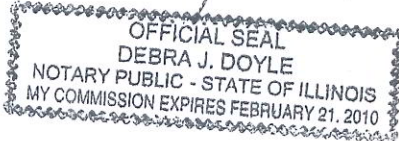
NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this 17th day of February, 2009, before me Debra J. Doyle a Notary Public of the state and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan J. Preiksa, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact for Fidelity and Deposit Company of Maryland and she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:
2/21/10





Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By:

William J. Mills

William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Dennis R. Hayden Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

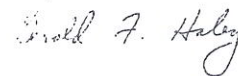
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 17th day of February, 2009.



Assistant Secretary

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

APRIL 6, 1994

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

CROWLEY-SHEPPARD ASPHALT INC. (Corporate Seal)
Business Name

R.A. SHEPPARD
Signature

R.A. SHEPPARD
Print or type name

PRESIDENT
Title

2-25-09
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, R. A. SHEPPARD, being first duly sworn certify


and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

of CROWLEY-SHEPPARD ASPHALT INC., the Prime Contractor submitting this proposal, and that the Prime Contractor 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.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 25th Day
of FEBRUARY, 2009.



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in 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.

D. That it will 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 Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will 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.

F. That it will 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.

G. That it will 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 Contractor 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 Contractor 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.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: 

ATTEST: 

DATE: 2-25-09

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor 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 and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: 
(Authorized Officer)

Subscribed and Sworn to
before me this 25th day
of FEBRUARY, 2009


Notary Public



VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

R.A. SHEPPARD, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

CROWLEY-SHEPPARD ASPHALT INC., having submitted a proposal for:
(Name of Company)

2009 ROAD IMPROVEMENT PROGRAM
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that ALL EMPLOYEE DRIVERS is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.

 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: [Signature]
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 30th
Day of MARCH, 2009.

Linda A. Nylen
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, R. A. SHEPPARD, having been first duly sworn depose and state as follows:

I, R. A. SHEPPARD, am the duly authorized agent for CROWLEY-SHEPPARD ASPHALT INC., which has submitted a bid to the Village of Orland Park for

2009 ROAD IMPROVEMENT PROGRAM and I hereby certify
(Name of Project)

that CROWLEY-SHEPPARD ASPHALT INC.
(Name of Company)

participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

By: [Signature]

Title: PRESIDENT

Subscribed and Sworn to
Before me this 25th
Day of FEBRUARY, 2009

[Signature]
Notary Public



REFERENCES

(Please type)

ORGANIZATION CITY OF Burbank
 ADDRESS c/o Frank Novotny & Associates
 CITY, STATE, ZIP 825 Midway Drive, Willowbrook IL 60527
 PHONE NUMBER 630-887-8646
 CONTACT PERSON MR TIM GEARY
 DATE OF PROJECT 2006/2007

ORGANIZATION CITY OF POTOS HEIGHTS
 ADDRESS c/o MORRIS Engineering INC
 CITY, STATE, ZIP 5100 S. Lincoln, Lisle Illinois 60532
 PHONE NUMBER 630-271-0270
 CONTACT PERSON MR John VASNALLIS
 DATE OF PROJECT 2006/2007

ORGANIZATION Villages of Chicago Ridge
 ADDRESS c/o Burke Engineering
 CITY, STATE, ZIP 9575 W. Higgins Rd. Rosemont IL 60018
 PHONE NUMBER 847-417-4221
 CONTACT PERSON LISA Gasperic
 DATE OF PROJECT 2006/2007

Bidder's Name: Crowley-Sheppard Asphalt
 Signature & Date: [Signature] 2/25/09

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence

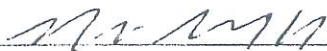
\$5,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees 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." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 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 selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 25th DAY OF FEBRUARY, 2009



Signature
R.A. SHEPPARD, PRESIDENT
Printed Name & Title

Authorized to execute agreements for:
CROWLEY-SHEPPARD ASPHALT INC.
Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KS
CROWL-1

DATE (MM/DD/YYYY)
03/30/09

PRODUCER Connor & Gallagher Ins. Serv. 4933 Lincoln Avenue, Suite 5 Lisle, IL 60532 Phone: 630-810-9100 Fax: 630-810-0100	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Crowley-Sheppard Asphalt, Inc. 6525 West 99th Street Chicago Ridge IL 60415-0157	INSURER A: West Bend Mutual Ins. Co.	15350
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPD0657792	12/31/08	12/31/09	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 Emp Ben. \$ \$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> Coll \$500	CPD0657792	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CPD0662446	12/31/08	12/31/09	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCD0656197	12/31/08	12/31/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: 2009 Road Improvement Program

CERTIFICATE HOLDER

ORLANDP

VILLAGE OF ORLAND PARK
 14700 S Ravinia Avenue
 Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James J. Dooly

NOTEPADHOLDER CODE ORLANDP
INSURED'S NAME Crowley-Sheppard Asphalt, Inc.CROWL-1
OP DRSPAGE 2
DATE 03/30/09

The Village of Orland Park and their respective officers, trustees, directors, employees and agents are listed as additional insureds on a primary & non-contributory basis with respects to the General Liability policy as their interest may appear. A waiver of subrogation applies to the General Liability and Workers Compensation policy.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 08942171

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):
CROWLEY-SHEPPARD ASPHALT, INC.
6525 West 99th Street PO Box 157
Chicago Ridge, IL 60415-0157

SURETY (Name and Principal Place of Business):
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane
Schaumburg, IL 60196-1056

OWNER (Name and Address):
VILLAGE OF ORLAND PARK, IL, Building Department
14700 South Ravinia Avenue
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: 3/27/09

Amount: (\$)

One Million Two Hundred Thirty Two Thousand One Dollar and 04/100

Description (Name and Location):

2009 Road Improvement Program

BOND

Date (Not earlier than Construction Contract Date): 4/1/09

Amount: One Million Two Hundred Thirty Two Thousand One and 04/100 Dollars (\$1,232,001.04)

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
CROWLEY-SHEPPARD ASPHALT, INC.

Signature: _____
Name and Title: R-A SHEPPARD, PRESIDENT

SURETY

Company: _____ (Corporate Seal)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Signature: _____
Name and Title: Susan J. Preiksa, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Aon Risk Services Central, Inc.
Chicago IL Office
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

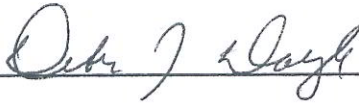
Signature: _____
Name and Title: _____
Address: _____

NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this 1st day of April, 2009, before me Debra J. Doyle a Notary Public of the state and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan J. Preiksa, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of Fidelity and Deposit Company of Maryland and she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:
2/21/10





Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CULBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CULBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 08942171

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that CROWLEY-SHEPPARD ASPHALT, INC.
6525 West 99th Street PO Box 157
Chicago Ridge, IL 60415-0157 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane
Schaumburg, IL 60196-1056

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

VILLAGE OF ORLAND PARK, IL Building Department
14700 South Ravinia Avenue
Orland Park, IL 60462

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Million Two Hundred Thirty Two Thousand One Dollar and 04/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ \$1,232,001.04),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 3/27/09

(Here insert full name, address and description of project)

2009 Road Improvement Program

, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.


Signed and sealed this 1st day of April, 2009

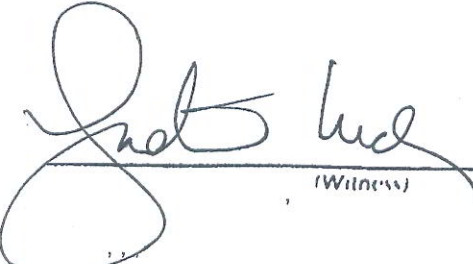

(Witness)

CROWLEY-SHEPPARD ASPHALT, INC.

(Principal)

(Seal)

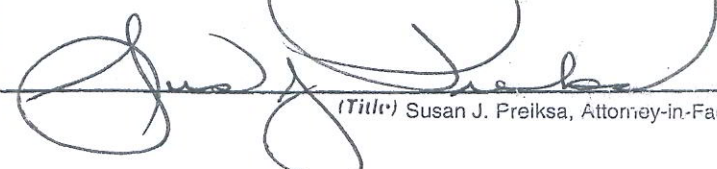

(Title) R.A. SHEPPARD, PRESIDENT


(Witness)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety)

(Seal)

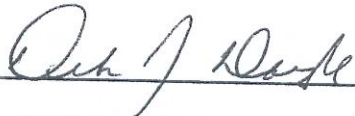

(Title) Susan J. Preiksa, Attorney-in-Fact

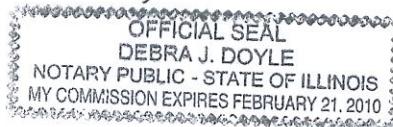
NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this 1st day of April, 2009, before me Debra J. Doyle a Notary Public of the state and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan J. Preiksa, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of Fidelity and Deposit Company of Maryland and she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:
2/21/10





Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By: William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 1, 2009