

Contract # 420

## Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0123

Multi Year:

Amount \$515,388.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Wright Excavating, LLC

Contractor's AKA:

Execution Date:

3/6/2008

Termination Date:

8/31/2008

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: The Highlands - Grading and Restoration Site Improvement



Tuesday, April 01, 2008

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 1, 2008

Mr. Steven Wright  
Wright Excavating, LLC  
P.O. Box 472  
Mokena, Illinois 60448

**RE: *NOTICE TO PROCEED***  
***The Highlands - Grading and Restoration Site Improvement***

Dear Mr. Wright:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of April 1, 2008. I returned your Cashier's Check for the bid deposit to Mary when she dropped off the Performance and Payment Bonds this morning.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village has processed Purchase Order #047552 for this contract and enclosed it with this letter. 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 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 6, 2008 in an amount not to exceed Five Hundred Fifteen Thousand Three Hundred Eighty-eight and No/100 (\$515,388.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Frank Stec

# 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: 047552

Purchase Order Date: 03/17/08

## PURCHASE ORDER

To:

WRIGHT EXCAVATING  
 9848 W. 187TH STREET  
 PO BOX 472  
 MOKENA, IL 60448

Ship to:

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	
10807							
Deliver By	Vendor Phone Number	Vendor Fax Number		Terms			
03/04/08	TEL# (708) 479-6330	FAX# (708) 479-6506		NET			
Confirm To		Confirm By		Requisitioned By			
		JUDY KONOW		FRANK STEC			
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date		
		02340044517070		48924	03/04/08		
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost		
1	1.00	EA	GRADING AND SITE WORK AT THE HIGHLANDS	15388.0000	515388.00		
				SUB-TOTAL	515388.00		
				TOTAL	515388.00		
REMARKS: BOARD APPROVED 3/03/08 2008-0123							

Authorized By:

*Judy Konow*

Faxed:

Phoned:

Mailed: 4-1-08



March 6, 2008

Mr. Steven Wright  
Wright Excavating, LLC  
9848 W. 187<sup>th</sup> St.  
P.O. Box 472  
Mokena, Illinois 60448

**NOTICE OF AWARD – The Highlands Grading and Restoration Site Improvement**

Dear Mr. Wright:

This notification is to inform you that on March 3, 2008, the Village of Orland Park Board of Trustees approved awarding Wright Excavating, LLC the contract in accordance with the bid you submitted dated February 20, 2008, for the Highlands Grading and Restoration Site Improvement for an amount not to exceed Five Hundred Fifteen Thousand Three Hundred Eighty-Eight and No/100 (\$515,388.00) 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 March 20, 2008.

1. I am attaching the Contract and Terms and Conditions for the Highlands Grading and Restoration Site Improvement. Please sign two (2) copies of the contract 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. 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. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.
3. Please submit Performance and Payment Bonds, dated March 6, 2008 for 100% of the project cost. Your Cashier's Check 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](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
**Denise Domalewski**  
Contract Administrator

**VILLAGE OF ORLAND PARK**  
**(Contract for Small Construction or Installation Project)**

This Contract is made this **6th day of March, 2008** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Wright Excavating, LLC (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 for the Work as described in Section 2 hereunder
  - o The Invitation to Bid
  - o The Instructions to the Bidders
  - o Specifications and Drawings, if any
- The Bid Proposal 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:

***The Highlands – Grading and Restoration Site Improvement - Site preparation, Earthwork, erosion control, and seeding.***

(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:

**TOTAL: Five Hundred Fifteen Thousand, Three Hundred Eighty-Eight and No/100 (\$515,388.00) 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 August 31, 2008, (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:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Village, its trustees, officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, sub-Contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements

with sub-Contractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said Sub-contractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its Sub-contractors will designate the Village as an intended third party beneficiary of that contract. Contractor hereby agrees to specifically label Village as an “intended third party beneficiary” in all contracts entered in furtherance of this contract.

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](mailto:ddomalewski@orland-park.il.us)

To the CONTRACTOR:  
Steven Wright, Manager  
Wright Excavating, LLC  
9848 W. 187<sup>th</sup> Street - P.O. Box 472  
Mokena, Illinois 60448  
Telephone: 708-479-6330  
Facsimile: 708-479-6506  
e-mail: [wrightexcavatingllc@yahoo.com](mailto:wrightexcavatingllc@yahoo.com)

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: \_\_\_\_\_

*Ellen J. Baer*

Print name: Ellen J. Baer

Its: Interim Village Manager

Date: \_\_\_\_\_

*3/21/08*

FOR: THE CONTRACTOR

By: \_\_\_\_\_

*Stewart R. Wright*

Print name: \_\_\_\_\_

*STEWART R. WRIGHT*

Its: \_\_\_\_\_

*Manager*

Date: \_\_\_\_\_

*March 13, 08*

**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 WRIGHT EXCAVATING LLC (the "CONTRACTOR") for **The Highlands – Grading and Restoration Site Improvement** (the "WORK") dated **March 6, 2008** (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 January 29, 2008, 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, Automobile Liability and Umbrella/Excess Liability insurance policies by appropriate endorsement by Contractor's insurer and evidencing the coverages listed below. 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, Automobile Liability and Umbrella/Excess Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. The policy(ies) shall contain a Waiver of Subrogation in favor of the Additional Insureds as it applies to General liability and Worker's Compensation. Each policy shall bear an endorsement precluding the cancellation, non-renewal, material modification or reduction of said policies without providing the Village at least thirty (30) days prior notice thereof in writing. 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:

\$2,000,000 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.

BIDDER SUMMARY SHEET

The Highlands Grading and Restoration

Project Name

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

Firm Name: WRIGHT EXCAVATING, LLC

Address: 9848 W 187<sup>th</sup> ST (P.O. Box 472) <sup>Mailing Address</sup>

City, State, Zip Code: MOKENA IL 60448

Contact Person: STEVEN WRIGHT

FEIN #: 30-0824044

Phone: (708) 479-6330 Fax: (708) 479-6506

E-mail Address: WRIGHTEXCAVATINGLLC@YAHOO.COM

Signature of Authorized Signee: 

Title: MANAGER Date: 2/20/08

Total Bid Price: \$ 515,388.00

Total Bid Price Alternate No. 1: \$ 48,116.00  
(Deduct: Single net straw erosion control blanket)

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK.

**MARQUETTE BANK**

**CASHIER'S CHECK**

**311635**

DATE February 21<sup>10</sup>, 2008

PURCHASER **WRIGHT EXCAVATING LLC  
THE HIGHLANDS**

PAY **FIFTY-ONE THOUSAND FIVE HUNDRED THIRTY-EIGHT AND 00/100**

**\$51,538.00**

NOTICE TO CUSTOMERS  
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF  
THIS CHECK, PURCHASER AGREES TO PROVIDE AN  
INDEMNITY BOND PRIOR TO THE REFUND OR  
REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST,  
MISPLACED, OR STOLEN.

TO THE ORDER OF **VILLAGE OF ORLAND PARK**

VOID IF OVER **51,538.00**



⑈000311635⑈ ⑆071004284⑆ ⑈9800009⑈

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ 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 LLC 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.

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

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

WRIGHT EXCAVATING LLC (Corporate Seal)  
Business Name

  
Signature

STEVEN R. WRIGHT  
Print or type name

MANAGER  
Title

2/20/08  
Date

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

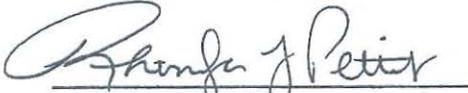
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, STEVEN R WRIGHT, being first duly sworn certify  
and say that I am MANAGER / SOLE OWNER  
(insert "sole owner," "partner," "president," or other proper title)

of WRIGHT EXCAVATING LLC, 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 20 Day  
of FEBRUARY, 2008.

  
\_\_\_\_\_  
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.

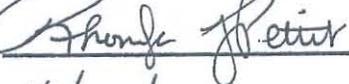
F. That it will permit access to all relevant books, records, accounts and work sites by

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: 2/20/08

**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:**

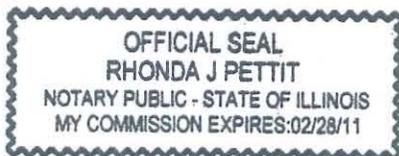
By: \_\_\_\_\_

*Steve C. [Signature]*  
\_\_\_\_\_  
(Authorized Officer)

Subscribed and Sworn to  
before me this 20 day  
of FEBRUARY, 2008

*Rhonda J. Pettit*  
\_\_\_\_\_

Notary Public \_\_\_\_\_



VILLAGE OF ORLAND PARK  
CONTRACTOR'S CERTIFICATION  
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE

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

WRIGHT EXCAVATING LLC, having submitted a proposal for:  
(Name of Company)

THE HIGHLANDS - ORLAND PARK  
(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 SEE ATTACHED 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: *Steven R Wright*  
Officer or Owner of Company named above

Subscribed and sworn to  
Before me this 20  
Day of FEBRUARY, 2008.

*Rhonda J Pettit*  
Notary Public





# WRIGHT EXCAVATING, LLC

P.O. Box 472  
Mokena, Illinois 60448  
Phone (708) 479-6330  
Fax (708) 479-6506

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February 20, 2008

Village of Orland Park  
14700 S Ravinia Avenue  
Orland Park IL 60462

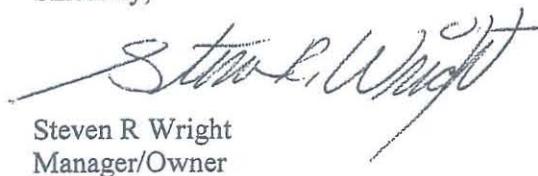
Dear Sirs,

The following is a list of employees for Wright Excavating, LLC:

John Andres  
Ronald Been  
Robert Burns  
Kevin Callahan  
Robert Fellers  
Thomas Habel  
Michael Janes  
Thomas Kasput  
Kevin Kelderhouse  
Brett McArthur  
Ian Nemeth  
David Poces  
Scott Schultz  
Brad M Vancina  
David Zima

---

Sincerely,



Steven R Wright  
Manager/Owner

APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, STEVEN R WRIGHT having been first duly sworn depose and state as follows:

I, STEVEN R WRIGHT, am the duly authorized agent for WRIGHT EXCAVATING LLC, which has

submitted a bid to the Village of Orland Park for

The Highlands - Orland Park and I hereby certify  
(Name of Project)

that WRIGHT EXCAVATING LLC  
(Name of Company)

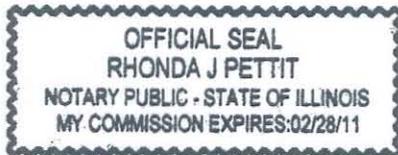
participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

By: *Steven R Wright*

Title: MANAGER

Subscribed and Sworn to  
Before me this 20  
Day of February, 2008

*Rhonda J Pettit*  
Notary Public



REFERENCES

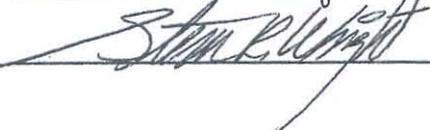
(Please type)

ORGANIZATION E. Anthony Inc.  
ADDRESS 16553 Oak Park Ave.  
CITY, STATE, ZIP Tinley Park, IL 60477  
PHONE NUMBER (708) 802-8230  
CONTACT PERSON Tony Gierczak  
DATE OF PROJECT 5/29/07 (Family Hyundai)

ORGANIZATION Leopardo Companies, Inc.  
ADDRESS 5200 Prairie Stone Parkway  
CITY, STATE, ZIP Hoffman Estates, IL 60192  
PHONE NUMBER (847) 783-3000  
CONTACT PERSON Jeff Cramer  
DATE OF PROJECT 10/1/07 (Tinley Park CVS)

ORGANIZATION Morgan Harbour  
ADDRESS 10204 Werch Drive, Suite 301  
CITY, STATE, ZIP Woodridge, IL 60517  
PHONE NUMBER (630) 734-9800  
CONTACT PERSON Warren Seil  
DATE OF PROJECT 4/16/07 (Martin Implement - Orland Plc)

Bidder's Name: Steven R. Wright

Signature & Date: 

## 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

### GENERAL LIABILITY (occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Lim it

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

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

Waiver of Subrogation in favor of the Village of Orland Park

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – 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 including Hitchcock Design Group and CivilTech Engineering 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 20<sup>th</sup> DAY OF February, 2008

Signature

Steven R. Wright

Printed Name & Title Manager

Authorized to execute agreements for:

Wright Excavating, LLC

Name of Company

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AB  
WRIGH-2

DATE (MM/DD/YYYY)  
02/18/08

PRODUCER <b>Columbian Agency</b> www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 Phone: 815-485-4100	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  <b>WRIGHT EXCAVATING, LLC.</b> P.O. BOX 472 MOKENA IL 60448	INSURER A: <b>West Bend Mutual Insurance</b>	<b>15350</b>
	INSURER B: <b>The St. Paul</b>	<b>24775</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.

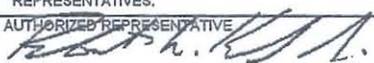
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BCD 0751968	12/31/07	12/31/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
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	BCD 0751968	12/31/07	12/31/08	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$ 1,000,000  \$  \$  \$
		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 type="checkbox"/> RETENTION \$	CUD 0751969	12/31/07	12/31/08	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000  \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCD 0748726	12/31/07	12/31/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1000000 \$ 1000000 \$ 1000000
B		LEASED/RENTED	QT6601460C640TIL	12/31/07	12/31/08	Limit DEDUCT	40,000 1,000

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

\*\*\*FOR BIDDING PURPOSES ONLY\*\*\* THE VILLAGE OF ORLAND PARK, AND THEIR OFFICERS, TRUSTES, DIRECTORS, EMPLOYEES AND AGENTS INCLUDING HITCHCOCK DESIGN GROUP AND CIVILTECH ENGINEERING ARE PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED ON THE GL IF REQUIRED BY WRITTEN CONTRACT RE: ALL WORK PERFORMED. A WAIVER OF SUB APPLIES TO THE GL AND WC ONLY. \*BID PURPOSES ONLY\*

### CERTIFICATE HOLDER

### CANCELLATION

VILLAGE OF ORLAND PARK CONTRACT ADMINISTRATOR ATTN: DENISE DOMALEWSKI 14700 RAVINIA AVENUE ORLAND PARK IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
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SECTION 000415 - SCHEDULE OF VALUES

Date: October 2007  
 RE: The Highlands  
 Project #: 04.0387.055.X01.01.08

NOTES:

1. Bidder to complete Section 000415-Schedule of Values and enter total amount in appropriate space on the Bid Summary Sheet
2. Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified.
3. The successful bidder will be required to enter into a lump sum contract agreement with the owner. No additional payments will be made due to discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified .
4. This Schedule of Values form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment and determining change orders base values.
5. This Schedule of Values form is available in Microsoft Excel format from the landscape architect upon request.

Item	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost
<b>Division 1 General Requirements</b>					
	contracting requirements	1	LS	—	—
	general requirements	1	LS	13000	13,000
	layout	1	LS	1500	1,500
Division Subtotal:					<b>14,500</b>
<hr/>					
<b>300000</b>	<b>Erosion Control</b>				
	single net straw blanket	523,000	SF	.092	48,116
	permanent turf reinforcement mat	43,538	SF	1.00	43,538
	triagle silt dike	2000	LF	9.95	19,900
	silt fence - economy	3000	LF	1.50	4,500
	silt fence - woven monofilament	650	LF	2.10	1,365
	inlet protection	1	EA	300	300
	stabilized construction entrance	1	LS	2485	2,485
	erosion control maintenance	1	LS	1000	1,000
Section Subtotal:					<b>121,204</b>

312000	Earth Moving				
	import topsoil & spread	9400	CY	17.06	160,364
	balanced earthwork	42,942	CY	3.30	141,709
Section Subtotal:					302,073

329200	Turf and Grasses				
	turf seed & fertilizer	6111	SY	1.27	77,611
Section Subtotal:					77,611

Project Total: **515,388**

DEDUCT Alternate #1:

300000	Erosion Control				
	omit single net straw blanket	523,000	SF	.092	48,116
DEDUCT Alternate #1: Total					48,116

END OF SECTION 000415



## Hitchcock Design Group

Creating Better Places®

### Addendum # 1 (13 PAGES)

Date: February 18, 2008  
To: Prospective Bidders  
From: Eric Hornig, Hitchcock Design Group (HDG)  
RE: The Highlands  
Project #: 04-0687-055-X01-02-08

This addendum forms part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification. This addendum consists of the following changes identified in bold:

1. **Revise the grading on sheet C2.1 per the attached sketch. Note: with these revisions, the site is intended to balance roughly. Excess soil can be re-distributed on-site if needed.**
2. **Soil borings are attached.**

End of Addendum #1

cc: Frank Stec, Orland Park Recreation and Parks Department  
Inman / Ijams / Aokerman, Hitchcock Design Group

October 21, 2005



Hitchcock Design Group  
180 North Wacker Drive, Suite 003  
Chicago, Illinois 60606

Consulting Engineers & Scientists

135 Ambassador Drive  
Naperville, Illinois 60560  
Phone 630.717.4283  
Fax 630.357.9409  
www.terracon.com

Attention Mr. Joel Baldin, ASLA

Re: Colette Highlands Park  
Orland Park, Illinois

Project No: 11055218

We are transmitting  herewith  
 under separate cover copies of the

Field Data  Laboratory Data  Report

Regarding:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Compacted Fills         | <input checked="" type="checkbox"/> Boring Logs      | <input type="checkbox"/> Geologic Report of              |
| <input type="checkbox"/> Footings                | <input checked="" type="checkbox"/> Location Diagram | <input type="checkbox"/> Seismic Survey                  |
| <input type="checkbox"/> Drilled Piers           | <input type="checkbox"/> Soil Samples                | <input type="checkbox"/> Resistivity Survey              |
| <input type="checkbox"/> Piles                   | <input type="checkbox"/> Rock Core Samples           | <input type="checkbox"/> Site Rock Conditions            |
| <input type="checkbox"/> Concrete                | <input type="checkbox"/> Construction Material       | <input type="checkbox"/> Aggregate Development           |
| <input type="checkbox"/> Asphalt                 | Samples  | <input type="checkbox"/> General Information             |
| <input type="checkbox"/> Roofing                 | <input type="checkbox"/> Moisture-Density            | <input type="checkbox"/> Technical Expertise             |
| <input type="checkbox"/> Aggregate               | <input type="checkbox"/> Consolidation               | <input type="checkbox"/> Resumes                         |
| <input type="checkbox"/> Non-destructive Testing | <input type="checkbox"/> Triaxial Compression        | <input checked="" type="checkbox"/> Invoice for Services |
| of Steel   | <input type="checkbox"/> Permeability                | <input type="checkbox"/> Report will follow under        |
| <input type="checkbox"/> Non-destructive Testing | <input type="checkbox"/> Field Boring Log            | separate cover   |
| of Concrete                                      | <input type="checkbox"/> Grain Size Analysis         |  |

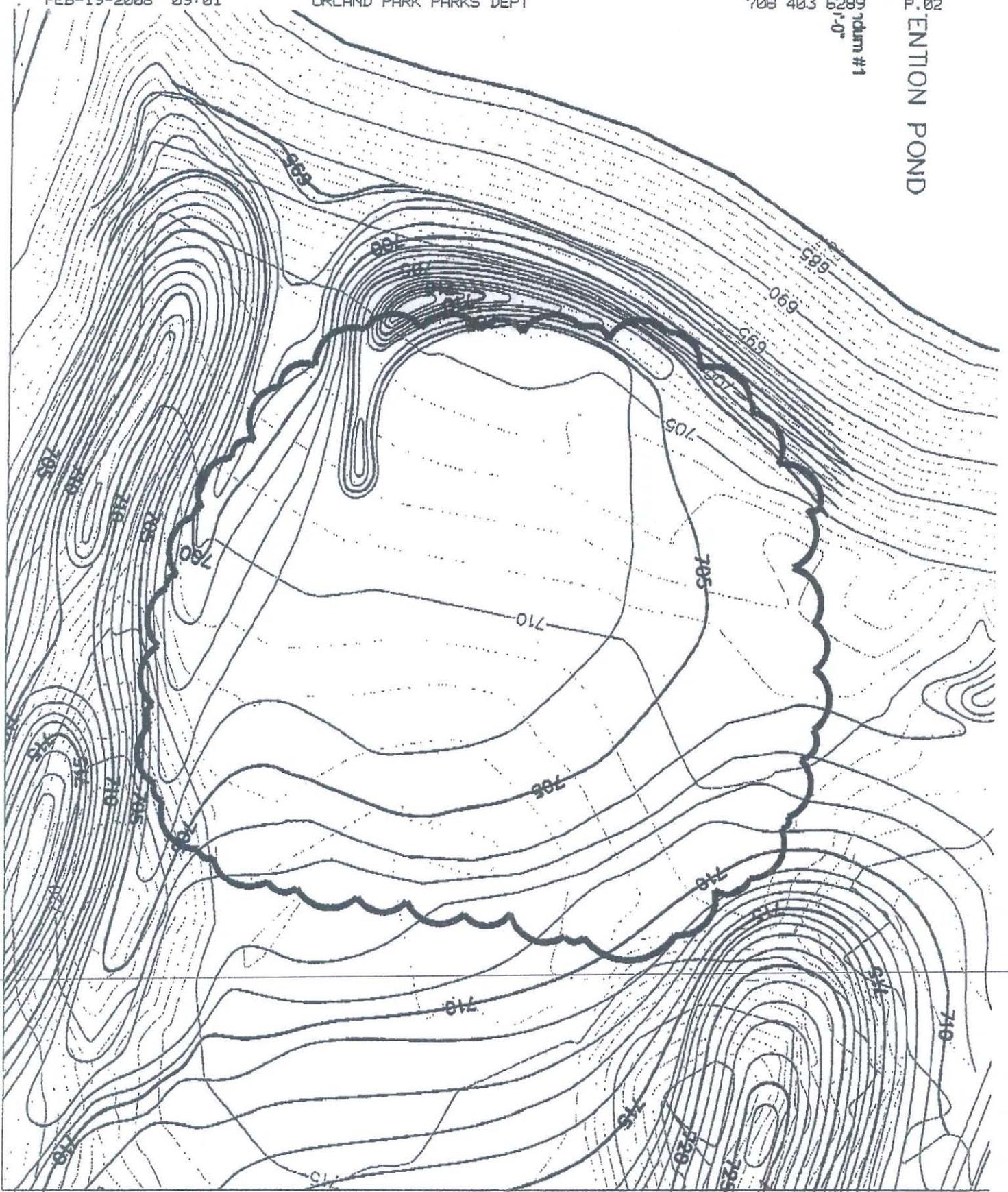
On-site observation services were provided  Full time  Part time

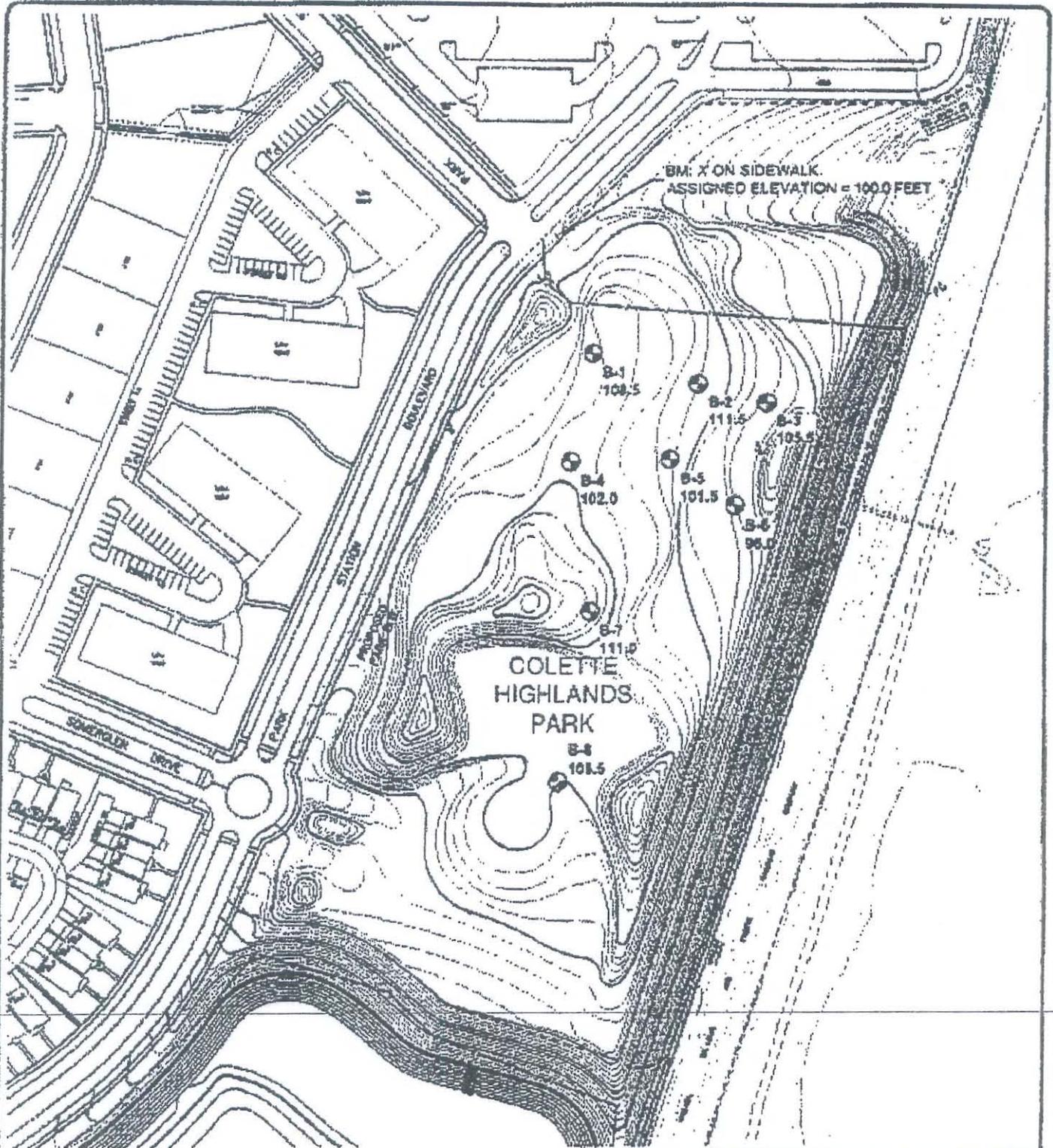
We have not been asked to interpret the data or to make design and/or construction recommendations based on the data, and cannot assume responsibility or liability for interpretation of this data by others.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

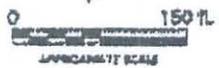
Respectfully submitted,  
TERRACON CONSULTANTS, INC

Thomas W. Sherman  
Project Engineer





Approximate Boring Location & Elevation



NOTE: BASE DIAGRAM PROVIDED BY CLIENT. BORINGS ADDED BY TERRACON. DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

**BORING LOCATION DIAGRAM**  
**PROPOSED COLETTE HIGHLANDS PARK**  
 NE CORNER OF PARK STATION BOULEVARD & SOMENGLER DRIVE  
 ORLAND PARK, ILLINOIS

Project Mgr: TWS	<p>135 Ambassador Drive Naperville, Illinois 60540</p>	Project # 11035218
Drewn By: SLM		Scale: 1" = 150'
Checked By: TWS		Date: OCT 2006
Approved By: TWS		Revisions: -
File Name: 55218-Boring Diagram.dwg		Page # 1

# LOG OF BORING NO. 1

<b>CLIENT</b> Hitchcock Design Group		<b>PROJECT</b> Proposed Coletta Highlands Park								
<b>SITE</b> NEG Park Station Blvd & Somer Glen Drive Orland Park, Illinois		<b>TESTS</b>								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES							
	Approx. Surface Elev.: 108.5 ft		USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psi
	<b>FILL: LEAN CLAY, WITH SAND, TRACE GRAVEL</b> , brown, gray and dark brown			1	SS	10	8	17		
				2	SS	10	25	15		
				3	SS	12	11	17		
				4	SS	10	14	17		
			100.5	5	SS	14	13	24		
	<b>TOPSOIL FILL: FAT CLAY, WITH ORGANICS, TRACE SAND AND VEGETATION</b> , dark gray		96.5	6	SS	10	28	19		
	<b>FILL: LEAN CLAY, WITH SAND, TRACE VEGETATION</b> , brown and gray		94.5	7	SS	14	22	19		
	<b>SANDY LEAN CLAY, TRACE GRAVEL, TRACE SILT SEAMS</b> , brown, gray and tan, very stiff to hard		88.5	8	CL	SS	15	20	17	9000+*
				9	CL	SS	18	20	18	5000*
		10	CL	SS	18	24	16	9000+*		
BOTTOM OF BORING	70									

The stratification lines represent the approximate boundary lines between soil and rock types. In-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft						
WL	✓	NONE	WD	✓	NONE	AB
WL	✓		✓			
WL						



BORING STARTED		10-5-05	
BORING COMPLETED		10-5-05	
RIG	99	FOREMAN	DB
APPROVED TWS	JOB # 11055218		

# LOG OF BORING NO. 2

CLIENT <b>Hitchcock Design Group</b>	PROJECT <b>Proposed Colette Highlands Park</b>
SITE <b>NEC Park Station Blvd &amp; Somerglen Drive Orland Park, Illinois</b>	

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS	
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 111.5 ft								
	<b>FILL: LEAN CLAY, WITH SAND, TRACE GRAVEL, TRACE ROOT HAIRS, brown, dark brown and gray</b>	5		1 SS	4	7	12		
				2 SS	4	19	13		
				3 SS	10	7	23		
				4 SS	10	7	16		
		10		5 SS	14	14	19		
	<b>TOPSOIL FILL: FAT CLAY, WITH ORGANICS, TRACE SAND AND ROOT HAIRS, dark gray and dark brown</b>			6 SS	14	12	25		
	<b>FILL: LEAN CLAY, WITH SAND, TRACE VEGETATION, brown, dark brown</b>	15		7 SS	10	15	21		
	<b>TOPSOIL FILL: SILTY CLAY, WITH ORGANICS, TRACE SAND, ROOT HAIRS AND VEGETATION, dark brown and dark gray</b> Sample 10: trace gravel.			8 SS	16	21	27		
				9 SS	14	18	23		
				10 SS	14	27	22		
				11 SS	16	24	29		
				12 SS	18	19	27		
		20		13 SS	18	24	29		
	<b>LEAN CLAY, WITH SAND, TRACE GRAVEL, brown and gray, very stiff to hard</b>			CL 14	SS	14	17	27	6000*
				CL 15	SS	12	29	21	9000+*
	<b>BOTTOM OF BORING</b>	30							

The stratification lines represent the approximate boundary lines between soil and rock types. in-situ, the transition may be gradual. \*\* 140 Lbs. Automatic SPT Hammer  
\*Calibrated Hand Penelrometer

WATER LEVEL OBSERVATIONS, ft			
WL	NONE	WD	NONE
WL	2		
WL			

BORING STARTED	10-5-05
BORING COMPLETED	10-5-05
RIG	99 FOREMAN DB
APPROVED TWS	JOB # 11055218

BORING 11055218



# LOG OF BORING NO. 4

CLIENT <b>Hitchcock Design Group</b>		PROJECT <b>Proposed Colette Highlands Park</b>																																																																																																
SITE <b>NEC Park Station Blvd &amp; Somorglen Drive Orland Park, Illinois</b>																																																																																																		
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">SAMPLES</th> <th colspan="4">TESTS</th> </tr> <tr> <th>USCS SYMBOL</th> <th>NUMBER</th> <th>TYPE</th> <th>RECOVERY, %</th> <th>SPT - N BLOWS / ft.</th> <th>WATER CONTENT, %</th> <th>DRY UNIT WT,pcf</th> <th>UNCONFINED STRENGTH, psf</th> </tr> </thead> <tbody> <tr> <td></td> <td>1</td> <td>SS</td> <td>14</td> <td>20</td> <td>20</td> <td></td> <td></td> </tr> <tr> <td>CL</td> <td>2</td> <td>SS</td> <td>16</td> <td>12</td> <td>23</td> <td></td> <td>7500*</td> </tr> <tr> <td>CL</td> <td>3</td> <td>SS</td> <td>16</td> <td>15</td> <td>15</td> <td></td> <td>9000+*</td> </tr> <tr> <td>CL</td> <td>4</td> <td>SS</td> <td>18</td> <td>16</td> <td>16</td> <td></td> <td>5500*</td> </tr> <tr> <td>CL</td> <td>5</td> <td>SS</td> <td>18</td> <td>17</td> <td>16</td> <td></td> <td>9000+*</td> </tr> <tr> <td>CL</td> <td>6</td> <td>SS</td> <td>18</td> <td>20</td> <td>18</td> <td></td> <td>6500*</td> </tr> <tr> <td>CL</td> <td>7</td> <td>SS</td> <td>18</td> <td>14</td> <td>17</td> <td></td> <td>8500*</td> </tr> <tr> <td>CL</td> <td>8</td> <td>SS</td> <td>18</td> <td>20</td> <td>13</td> <td></td> <td>9000+*</td> </tr> <tr> <td></td> <td></td> <td>PA</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CL</td> <td>9</td> <td>SS</td> <td>4</td> <td>16</td> <td>13</td> <td></td> <td>5000* 4500*</td> </tr> </tbody> </table>	SAMPLES			TESTS				USCS SYMBOL	NUMBER	TYPE	RECOVERY, %	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT,pcf	UNCONFINED STRENGTH, psf		1	SS	14	20	20			CL	2	SS	16	12	23		7500*	CL	3	SS	16	15	15		9000+*	CL	4	SS	18	16	16		5500*	CL	5	SS	18	17	16		9000+*	CL	6	SS	18	20	18		6500*	CL	7	SS	18	14	17		8500*	CL	8	SS	18	20	13		9000+*			PA						CL	9	SS	4	16	13		5000* 4500*
SAMPLES			TESTS																																																																																															
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CL	3	SS	16	15	15		9000+*																																																																																											
CL	4	SS	18	16	16		5500*																																																																																											
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	Approx. Surface Elev.: 102.0 ft																																																																																																	
	<b>FILL: LEAN CLAY, WITH SAND, TRACE GRAVEL AND ORGANICS, brown, dark brown and gray</b>	2.5	99.5																																																																																															
	<b>SANDY LEAN CLAY, TRACE GRAVEL, brown, reddish brown and gray, very stiff to hard</b>																																																																																																	
		10.6	91.5																																																																																															
	<b>SILTY CLAY, WITH SAND, TRACE SAND SEAMS, brown, very stiff</b>	12	90																																																																																															
	<b>LEAN CLAY, TRACE SAND AND GRAVEL, gray, brown, reddish brown and dark gray, very stiff to hard</b>																																																																																																	
		20	82																																																																																															
	BOTTOM OF BORING																																																																																																	

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual

**WATER LEVEL OBSERVATIONS, ft**

WL	1/2	NONE	WD	3/4	NONE	AB
WL	1/2		3/4			
WL						



BORING STARTED	10-5-05
BORING COMPLETED	10-5-05
RIG	99 FOREMAN DB
APPROVED TWS	JOB # 11055218

TERRACON COI 10/11/05



# LOG OF BORING NO. 6

CLIENT <b>Hitchcock Design Group</b>		PROJECT <b>Proposed Colette Highlands Park</b>								
SITE <b>NEC Park Station Blvd &amp; Somergrlen Drive Orland Park, Illinois</b>		SAMPLES TESTS								
GRAPHIC LOG	DESCRIPTION  Approx. Surface Elev.: 96.0 ft	DEPTH, ft	USCS SYMBOL	NUMBER	TYPE	RECOVERY, %	SPT - N <sup>10'</sup> BLOWS / ft	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	5	FILL: LEAN CLAY, TRACE SAND, GRAVEL, ORGANICS, ROOT HAIRS AND BRICK FRAGMENTS, dark brown, dark gray and brown	1	SS	6	8	17			
	5	TOPSOIL FILL: LEAN CLAY, WITH ORGANICS, TRACE SAND AND ROOT HAIRS, dark gray and dark, with brown lean clay pockets.	2	SS	14	10	26			
	5		3	SS	16	10	25			
	5		4	SS	16	16	27			
	5		5	SS	14	17	26			
	10		6	SS	16	26	23			
	10		7	SS	16	18	27			
	15		8	SS	12	13	27			
	15		9	SS	18	11	44			
	20		10	SS	16	12	27			
	20		11	SS	8	24	33			
	20		12	SS	16	26	23			
	25	LEAN CLAY, WITH SAND, TRACE GRAVEL, TRACE SILT SEAMS, brown and gray, very stiff to hard	13	SS	18	11	23			
	25		CL	ST	18		21	97	5000'	
30		CL	SS	18	27	18		9000'		
30	BOTTOM OF BORING	30								

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual. \*\*140 Lbs Automatic SPT Hammer  
Calibrated Hand Penetrometer

WATER LEVEL OBSERVATIONS, ft		
WL	NONE	WD NONE AB
WL		
WL		

Terracon

BORING STARTED		10-6-05	
BORING COMPLETED		10-6-05	
RIG	99	FOREMAN	DB
APPROVED	TWS	JOB #	11055218

MODEL T-1000  
 TERRACON-CAT 101342

### LOG OF BORING NO. 7

CLIENT <b>Hitchcock Design Group</b>		PROJECT <b>Proposed Colette Highlands Park</b>																																																																																																																																												
SITE <b>NEC Park Station Blvd &amp; Somerglen Drive Orland Park, Illinois</b>																																																																																																																																														
GRAPHIC LOG	DESCRIPTION	DEPTH, ft	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">SAMPLES</th> <th colspan="3">TESTS</th> </tr> <tr> <th>NUMBER</th> <th>TYPE</th> <th>RECOVERY, in</th> <th>SPT - N ** BLOWS / ft</th> <th>WATER CONTENT, %</th> <th>DRY UNIT WT pcf</th> <th>UNCONFINED STRENGTH, psf</th> </tr> </thead> <tbody> <tr><td>1</td><td>SS</td><td>10</td><td>18</td><td>12</td><td></td><td></td></tr> <tr><td>2</td><td>SS</td><td>10</td><td>8</td><td>11</td><td></td><td></td></tr> <tr><td>3</td><td>SS</td><td>10</td><td>6</td><td>14</td><td></td><td></td></tr> <tr><td>4</td><td>SS</td><td>8</td><td>4</td><td>14</td><td></td><td></td></tr> <tr><td>5</td><td>SS</td><td>10</td><td>4</td><td>25</td><td></td><td></td></tr> <tr><td>6</td><td>SS</td><td>14</td><td>4</td><td>27</td><td></td><td></td></tr> <tr><td>7</td><td>SS</td><td>3</td><td>4</td><td>25</td><td></td><td></td></tr> <tr><td>8</td><td>SS</td><td>18</td><td>4</td><td>24</td><td></td><td></td></tr> <tr><td>9</td><td>ST</td><td>18</td><td></td><td>21</td><td>106</td><td></td></tr> <tr><td>10</td><td>SS</td><td>18</td><td>11</td><td>19</td><td></td><td></td></tr> <tr><td>11</td><td>SS</td><td>8</td><td>6</td><td>20</td><td></td><td></td></tr> <tr><td>12</td><td>SS</td><td>18</td><td>7</td><td>24</td><td></td><td></td></tr> <tr><td>13</td><td>SS</td><td>4</td><td>10</td><td></td><td></td><td></td></tr> <tr><td>14</td><td>SS</td><td>10</td><td>8</td><td>20</td><td></td><td></td></tr> <tr><td>15</td><td>SS</td><td>18</td><td>10</td><td>29</td><td></td><td></td></tr> <tr><td>16</td><td>CL</td><td>18</td><td>14</td><td>20</td><td></td><td>6500*</td></tr> <tr><td>17</td><td>SS</td><td>18</td><td>18</td><td>18</td><td></td><td>8500*</td></tr> <tr><td>18</td><td>SS</td><td>18</td><td>26</td><td>18</td><td></td><td>9000+*</td></tr> </tbody> </table>	SAMPLES			TESTS			NUMBER	TYPE	RECOVERY, in	SPT - N ** BLOWS / ft	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	1	SS	10	18	12			2	SS	10	8	11			3	SS	10	6	14			4	SS	8	4	14			5	SS	10	4	25			6	SS	14	4	27			7	SS	3	4	25			8	SS	18	4	24			9	ST	18		21	106		10	SS	18	11	19			11	SS	8	6	20			12	SS	18	7	24			13	SS	4	10				14	SS	10	8	20			15	SS	18	10	29			16	CL	18	14	20		6500*	17	SS	18	18	18		8500*	18	SS	18	26	18		9000+*
SAMPLES			TESTS																																																																																																																																											
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14	SS	10	8	20																																																																																																																																										
15	SS	18	10	29																																																																																																																																										
16	CL	18	14	20		6500*																																																																																																																																								
17	SS	18	18	18		8500*																																																																																																																																								
18	SS	18	26	18		9000+*																																																																																																																																								
Approx. Surface Elev.: 111.0 ft																																																																																																																																														
3.5	<b>FILL: SANDY LEAN CLAY, TRACE GRAVEL</b> , gray, brown and dark brown	107.5																																																																																																																																												
8	<b>FILL: LEAN CLAY, WITH SAND, TRACE GRAVEL</b> , gray and dark brown	103																																																																																																																																												
14	<b>TOPSOIL FILL: LEAN TO FAT CLAY, WITH ORGANICS, TRACE SAND AND VEGETATION</b> , dark gray, dark brown and brown	97																																																																																																																																												
15	<b>FILL: FAT CLAY, TRACE SAND</b> , gray	95																																																																																																																																												
22	<b>FILL: LEAN CLAY, WITH SAND, TRACE GRAVEL AND ORGANICS</b> , gray, dark gray and dark brown	89																																																																																																																																												
30	<b>TOPSOIL FILL: LEAN CLAY, WITH ORGANICS, TRACE SAND AND VEGETATION</b> , dark gray, gray and brown  wood from about 24 to 26 feet	81																																																																																																																																												
36	<b>LEAN CLAY, WITH SAND, TRACE GRAVEL</b> , brown and gray, very stiff to hard	75																																																																																																																																												
BOTTOM OF BORING																																																																																																																																														

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual. \*\* 140 Lbs Automatic SPT Hammer  
\* Calibrated Hand Penetrometer

WATER LEVEL OBSERVATIONS, ft			BORING STARTED 10-6-05	
WL	NONE	WD	NONE	A8
WL	NONE	WD	NONE	A8
WL	NONE	WD	NONE	A8
<b>Terracon</b>			BORING COMPLETED 10-6-05	
			RIG 99	FOREMAN DB
			APPROVED TWS	JOB # 11056218

**LOG OF BORING NO. 8**

CLIENT **Hilchock Design Group**

SITE **NEC Park Station Blvd & Somerglen Drive  
Orland Park, Illinois**

PROJECT **Proposed Colette Highlands Park**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft	SAMPLES				TESTS		
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in	SPT - N** BLOWS / ft	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 108.5 ft								
[Cross-hatched pattern]	Approx. 3" Root Zone <u>FILL: SANDY LEAN CLAY, TRACE GRAVEL AND ROOT HAIRS</u> , gray and brown	0.3 - 108	SS	1	6	6	13	12	
			SS	2	6	6	15		
			SS	3	12	6	13		
			SS	4	6	4	16		
			SS	5	14	4	4		
			SS	6	6	4	4	20	
			SS	7	10	4	4	19	
			SS	8	10	5	5	18	
			SS	9	18	11	11	23	
			ST	10	18	18	18	19	110
			SS	11	16	9	9	21	
			SS	12	18	14	14	22	
	[Cross-hatched pattern]	<u>TOPSOIL FILL: FAT CLAY, WITH ORGANICS, TRACE SAND AND VEGETATION</u> , dark gray and dark brown  wood fragments from about 26 to 33 feet.	26 - 82.5	SS	13	14	7	7	22
			SS	14	18	40	40	32	
			SS	15	10	26	26	138	
			SS	16	2	9	9	48	
			SS	17	10	20	20	25	
[Diagonal hatched pattern]	<u>LEAN CLAY, TRACE SAND AND GRAVEL</u> , brown and gray, very stiff	34.5 - 74	CL	18	SS	14	14	21	6500*
			CL	19	SS	10	7	22	4500*
			CL	20	SS	18	9	14	7500*
	BOTTOM OF BORING	40 - 55.5							

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*\*100 Lbs Automatic SPT Hammer  
\*Calibrated Hand Penetrometer

WATER LEVEL OBSERVATIONS, ft

WL	1	NONE	WD	1	NONE	AB
WL	2		WD	2		
WL			WD			



BORING STARTED	10-6-05
BORING COMPLETED	10-6-05
RIG	99 FOREMAN DB
APPROVED TWS	JOB # 11055218

DATE: 10/19/05

## GENERAL NOTES

### DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N. B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

### WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling
WCi:	Wet Cave in	WD:	While Drilling
DCi:	Dry Cave in	BCR:	Before Casing Removal
AB:	After Boring	ACR:	After Casing Removal

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

**DESCRIPTIVE SOIL CLASSIFICATION:** Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

#### CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	< 2	Very Soft
500 - 1,000	2-3	Soft
1,001 - 2,000	4-6	Medium Stiff
2,001 - 4,000	7-12	Stiff
4,001 - 8,000	13-26	Very Stiff
8,000+	26+	Hard

#### RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Relative Density</u>
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50+	Very Dense

#### RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 29
Modifier	> 30

#### GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

#### RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifiers	> 12

#### PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+



# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests\*

				Soil Classification	
				Group Symbol	Group Name <sup>a</sup>
<b>Coarse Grained Soils</b> More than 50% retained on No. 200 sieve	<b>Gravels</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels</b> Less than 5% fines <sup>b</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3^c$ $Cu < 4$ and/or $1 > Cc > 3^c$	GW	Well-graded gravel <sup>d</sup>
		<b>Gravels with Fines</b> More than 12% fines <sup>b</sup>	Fines classify as ML or MH Fines classify as CL or CH	GM	Silty gravel <sup>e,f</sup>
		<b>Sands</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands</b> Less than 5% fines <sup>b</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3^c$ $Cu < 6$ and/or $1 > Cc > 3^c$	SW
	<b>Sands with Fines</b> More than 12% fines <sup>b</sup>	Fines classify as ML or MH Fines classify as CL or CH	SM	Silty sand <sup>e,f</sup>	
	<b>Sands</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands</b> Less than 5% fines <sup>b</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3^c$ $Cu < 6$ and/or $1 > Cc > 3^c$	SP	Poorly graded sand
	<b>Sands with Fines</b> More than 12% fines <sup>b</sup>	Fines classify as ML or MH Fines classify as CL or CH	SC	Clayey sand <sup>e,f</sup>	
<b>Fine-Grained Soils</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays</b> Liquid limit less than 50	inorganic	$Pi > 7$ and plots on or above "A" line <sup>g</sup> $Pi < 4$ or plots below "A" line <sup>g</sup>	CL	Lean clay <sup>h,i</sup>
		organic	Liquid limit - oven dried $< 0.75$ Liquid limit - not dried	OL	Organic clay <sup>j,k,l</sup>
		<b>Silts and Clays</b> Liquid limit 50 or more	inorganic	$Pi$ plots on or above "A" line $Pi$ plots below "A" line	CH
	organic	Liquid limit - oven dried $< 0.75$ Liquid limit - not dried	OH	Organic clay <sup>j,k,l</sup>	
	inorganic	$Pi$ plots on or above "A" line $Pi$ plots below "A" line	MH	Elastic silt <sup>h,i</sup>	
	organic	Liquid limit - oven dried $< 0.75$ Liquid limit - not dried	OM	Organic silt <sup>j,k,l</sup>	
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

\*Based on the material passing the 3-in. (75-mm) sieve

<sup>b</sup>If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>c</sup>Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>d</sup>Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>e</sup>If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>f</sup>If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>g</sup>If fines are organic, add "with organic fines" to group name.

<sup>h</sup>If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>i</sup>If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>j</sup>If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>k</sup>If soil contains  $> 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

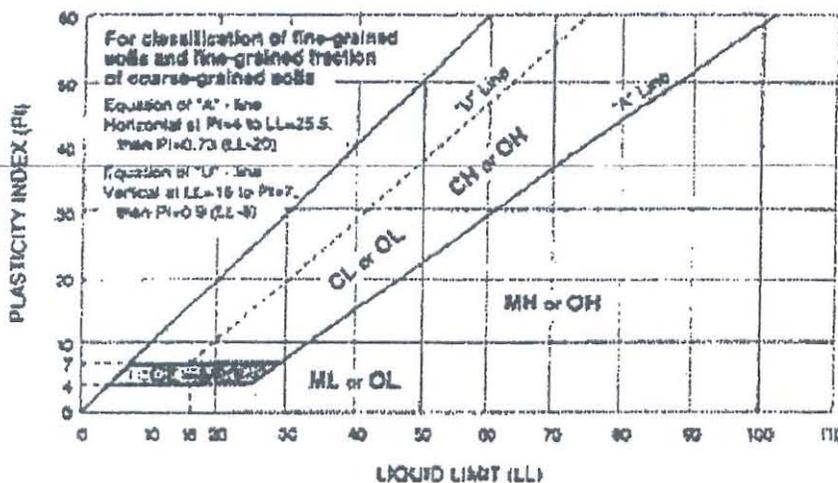
<sup>l</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>m</sup> $Pi \geq 4$  and plots on or above "A" line.

<sup>n</sup> $Pi < 4$  or plots below "A" line.

<sup>o</sup> $Pi$  plots on or above "A" line.

<sup>p</sup> $Pi$  plots below "A" line.



# Terracon

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AB  
WRIGH-2

DATE (MM/DD/YYYY)  
03/12/08

PRODUCER Columbian Agency www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 Phone: 815-485-4100	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  WRIGHT EXCAVATING, LLC. P.O. BOX 472 MOKENA IL 60448	INSURER A: West Bend Mutual Insurance	15350
	INSURER B: The St. Paul	24775
	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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BCD 0751968	12/31/07	12/31/08	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG				\$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	
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	BCD 0751968	12/31/07	12/31/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CUD 0751969	12/31/07	12/31/08	EACH OCCURRENCE	\$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				AGGREGATE \$ \$ \$	
A		WCD 0748726	12/31/07	12/31/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1000000
					E.L. DISEASE - EA EMPLOYEE	\$ 1000000
B	LEASED/RENTED	QT6601460C640TIL	12/31/07	12/31/08	Limit	40,000
					DEDUCT	1,000

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

THE VILLAGE OF ORLAND PARK, AND THEIR OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS INCLUDING HITCHCOCK DESIGN GROUP AND CIVILTECH ENGINEERING ARE PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED ON THE GL IF REQUIRED BY WRITTEN CONTRACT RE: ALL WORK PERFORMED. A WAIVER OF SUB APPLIES TO THE GL AND WC ONLY.

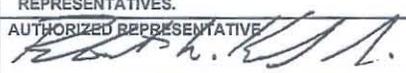
### CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK  
 CONTRACT ADMINISTRATOR  
 ATTN: DENISE DOMALEWSKI  
 14700 RAVINIA AVENUE  
 ORLAND PARK IL 60462

VOFORLP

### 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  


## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – CONTRACTOR'S BLANKET**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is only an additional insured with respect to liability arising out of:
    - a. Your premises;
    - b. "Your work" for that additional insured; or
    - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
    - a. "Bodily injury" or "property damage" occurring after:
      - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
      - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
    - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

**4. Other insurance**

**b. Excess insurance**

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

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

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

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

Village of Orland Park, its trustees, officers,  
directors, agents, employees, representatives and  
assigns

14700 S Ravinia Ave  
Orland Park, IL 60462

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

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

Endorsement Effective 3/11/08  
Insured **Wright Excavating, LLC**  
Insurance Company

Policy No. **WCD0748726** Endorsement No.  
Premium \$

Countersigned by \_\_\_\_\_

# Performance Bond

5019086

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

CONTRACTOR (Name and Address):

Wright Excavating, LLC.  
PO Box 472  
Mokena, IL 60448

SURETY (Name and Principal Place of Business)

The Ohio Casualty Insurance Company  
136 North Third Street  
Hamilton, Ohio 45025

OWNER (Name and Address):

Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: March 6, 2008  
Amount: \$ 515,388.00  
Description (Name and Location):  
The Highlands Grading and Restoration Site Improvement

BOND

Date (Not earlier than Construction Contract Date): March 31, 2008  
Amount: \$ 515,388.00  
Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL  
Company: Wright Excavating, LLC.

SURETY The Ohio Casualty Insurance Company

Signature: *Steven R. Wright* Corporate Seal  
Name and Title:

Signature: *William D. Miller* Corporate Seal  
Name and Title: William D. Miller

*Steven R. Wright* *Manager*  
(FOR INFORMATION ONLY - Name, Address and Telephone)

Attorney in Fact

AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or Other:)

COLUMBIAN AGENCY INC

1005 Laraway Road  
New Lenox Illinois 60451  
815-485-4100

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, Contractor and 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 the 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 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 practical after the amount is determined, tender payment therefore to the Owner; or

.2 deny liability in whole or in part and notify the Owner citing reasons therefore.

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 15 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 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 failing 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 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 available 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 The 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 Contractor 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 or waived, to perform or to otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied or 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

SURETY

Company:

Corporate Seal

Corporate Seal

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

# RIDER AMENDING PAYMENT BOND

This rider is to be attached to and form a part of surety bond number 5019086, dated the 31st day of March, 2008 executed by The Ohio Casualty Insurance Company, as surety (the "Surety"), a corporation, organized and existing under the laws of the State of Ohio on behalf of Wright Excavating, LLC, as Principal (the "Principal"), in favor of Village of Orland Park as Obligee (the "Obligee").

WHEREAS, the Principal has by written agreement dated the 6th day of March, 2008, entered into a contract (the "Contract") with the Obligee for: The Highlands Grading and Restoration Site Improvement

WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended as follows:

1. Paragraphs 4.1 and 4.2.3 are amended by adding at the end of each paragraph ".....and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."
2. Paragraph 5 is replaced with the following:  
  
If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance.
3. Paragraph 6 is replaced with the following:

When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such claimant.

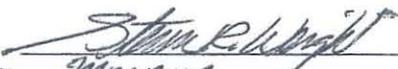
This change is effective as of the effective date of the Bond to which it is attached.

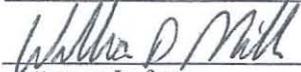
The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 31st day of March, 2008.

Wright Excavating, LLC.  
(Principal)

The Ohio Casualty Insurance Company  
(Surety)

By:  (Seal)  
Title: Manager  
Date: 4-1-08

By:  (Seal)  
Title: Attorney-In-fact  
Date: William D. Miller

# Payment Bond

5019086

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

CONTRACTOR (Name and Address):

Wright Excavating, LLC.  
PO Box 472  
Mokena, IL 60448

SURETY (Name and Principal Place of Business)

The Ohio Casualty Insurance Company  
136 North Third Street  
Hamilton, Ohio 45025

OWNER (Name and Address):

Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: March 6, 2008  
Amount: \$ 515,388.00  
Description (Name and Location):  
The Highlands Grading and Restoration Site Improvement

BOND

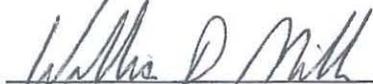
Date (Not earlier than Construction Contract Date): March 31, 2008  
Amount: \$ 515,388.00  
Modifications to this Bond:

None  See Page 6

CONTRACTOR AS PRINCIPAL  
Company: Wright Excavating, LLC.

SURETY The Ohio Casualty Insurance Company

Signature:  Corporate Seal  
Name and Title: Steve R. Wright 4-1-08

Signature:  Corporate Seal  
Name and Title: William D. Miller  
Attorney in Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or Other:)

COLUMBIAN AGENCY INC  
1005 Laraway Road  
New Lenox Illinois 60451  
815-485-4100

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens and suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner default.

3 With respect to claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to claimants under this bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a notice to the Surety, (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this bond, and the amount of this bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the owner's priority to use the funds for completion of the work.

9 The Surety shall not be liable to the Owner, claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise to have obligations to claimants under this Bond.

10 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.

11 No suit or action shall be commenced by a claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located

or after the expiration of one year from the date (1) on which the claimant gave the notice required by subparagraph 4.1 or clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 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 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.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, material and equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

15.3 Owner Default: Failure of the Owner, which has neither been remedied or 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 signatures of added parties, other than those appearing on the signature page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Corporate Seal

Corporate Seal

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

STATE OF Illinois

COUNTY OF Will ss.:

On this 31st day of March 2008, before me personally appeared William D. Miller, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety  
Company  
Acknowledgment



BOND-3768-A

*Marcia Maxwell*

(Notary Public in and for the above County and State)

My commission expires 3-29-2009

## THE OHIO CASUALTY INSURANCE COMPANY

**Know All Men by These Presents:** THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Robert W. Kegley, Suellen Bottomley, Robert H. Walker, R. L. Mc Wethy or William D. Miller of New Lenox , Illinois its true and lawful agent (s) and attorney (s)-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, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **THREE MILLION (\$3,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 24th day of October, 1990.



STATE OF OHIO,  
COUNTY OF BUTLER

*Sam Lawrence*  
Sam Lawrence Assistant Secretary

On this 24th day of October, 1990 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of , to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 6, 2002

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 31st day of March 2008



*Mark E. Schmidt*  
Mark E. Schmidt Assistant Secretary