

Clerk's Contract and Agreement Cover Page



**Year:** 2009

**Legistar File ID#:** 2009-0245

**Multi Year:**

**Amount** \$148,708.16

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**Contract Type:**

Small Construction/Inst

**Contractor's Name:**

ENCAP, Inc

**Contractor's AKA:**

**Execution Date:**

5/19/2009

**Termination Date:**

7/15/2009

**Renewal Date:**

**Department:**

Development Services/Engineering

**Originating Person:**

Jane Turley

**Contract Description:** Lake Sedgewick/153rd St. Metra Parking Lot BMP  
Plan - 319 Grant

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

June 10, 2009

Mr. Carl Peterson  
ENCAP, Inc.  
1709 Afton Road  
Sycamore, Illinois 60178

**RE: *NOTICE TO PROCEED***  
***Lake Sedgewick/153<sup>rd</sup> St. Metra Parking Lot BMP Plan***

Dear Mr. Peterson:

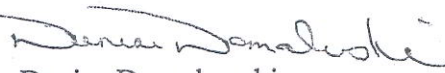
This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of June 9, 2009. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Jane Turley at 708-403-6118 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 19, 2009 in an amount not to exceed One Hundred Forty Eight Thousand Seven Hundred Eight and 16/100 (\$148,708.16) Dollars. A separate contract will be forthcoming for the Stewardship portion of the project. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Jane Turley

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

May 19, 2009

Mr. Carl Peterson  
ENCAP, Inc.  
1709 Afton Road  
Sycamore, Illinois 60178

**NOTICE OF AWARD – Lake Sedgewick/153<sup>rd</sup> St. Metra Parking Lot BMP Plan**

Dear Mr. Peterson:

This notification is to inform you that on May 18, 2009, the Village of Orland Park Board of Trustees approved awarding ENCAP, Inc. the contract in accordance with the bid you submitted dated March 10, 2009, for Lake Sedgewick/153<sup>rd</sup> St. Metra Parking Lot BMP Plan. The repair to the path in an amount of Three Thousand Three Hundred Forty-Three and No/100 (\$3,343.00) Dollars was added to the original bid for Phase I, bringing the total to an amount not to exceed One Hundred Forty Eight Thousand Seven Hundred Eight and 16/100 (\$148,708.16) Dollars. Please note that the Stewardship for years 2 and 3 (2010 and 2011) in the amount of Four Thousand Six Hundred Seventy-Five and No/100 (\$4,675.00) Dollars will be written under separate contract.

Since time is of the essence and in order to begin this project as soon as possible, please comply with the following by May 22, 2009.

1. I am attaching the Contract for Lake Sedgewick/153<sup>rd</sup> St. Metra Parking Lot BMP Plan. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. 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 May 19, 2009. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

**Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts, Insurance Certificate and Endorsements

and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
*Denise Domalewski*  
Contract Administrator

cc: Jane Turley  
Bob Sullivan

**VILLAGE OF ORLAND PARK**  
**Lake Sedgewick 319 Grant Phase I**  
**(Contract for Small Construction or Installation Project)**

This Contract is made this **19th day of May, 2009** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and ENCAP, Inc. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- The Invitation to Bid issued February 24, 2009.
- The Instructions to the Bidders
- Plans and Specifications dated February 20, 2009.
- Addendum 1 dated March 5, 2009

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:

*To install Best Management Practices (BMPs) for a wetland polishing system to reduce run-off pollutants from the 153<sup>rd</sup> Street Metra Lot in order to improve water quality of Lake Sedgewick. Phase I (east of trail) consists of constructing and vegetating a wetland filtration system.*

(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:

**PHASE I (East of Trail) INSTALLATION BID:**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
CONSTRUCTION LAYOUT	1	L.SUM	2185.20	2,185.20
PERIMETER EROSION BARRIER	2,000	FT	1.25	2,500.00
STABILIZED CONSTRUCTION ENTRANCE	110	SY	24.38	2,681.80
PIPE CULVERT REMOVAL	13	FT	14.20	184.60
TEMPORARY PIPE CULVERTS, 24"	120	FT	54.63	6,555.60
EARTH EXCAVATION	2,395	CY	16.39	39,254.05
TOPSOIL EXCAVATION AND PLACEMENT – 8"	4,600	SY	4.37	20,102.00
TOPSOIL FURNISH AND PLACE – 8"	450	SY	8.19	3,685.50
EROSION CONTROL BLANKET, TEMPORARY S75	1,500	SY	.95	1,425.00
EROSION CONTROL BLANKET, TEMPORARY S150	1,500	SY	1.10	1,650.00
EROSION CONTROL BLANKET (NAG S75BN)	4,600	SY	1.38	6,348.00
TEMPORARY SEEDING	250	LB	7.48	1,870.00
SOIL EROSION AND SEDIMENT CONTROL – CLEANOUT	50	CY	25.00	1,250.00
SEEDING, CLASS 1	1	ACRE	1900.00	1,900.00
SEEDING, NATIVE	0.7	ACRE	2100.00	1,470.00
PLUGS, WETLAND BMP AREA, WET MEADOW ZONE	7,360	EACH	2.95	21,712.00
PLUGS, WETLAND BMP AREA, EMERGENT ZONE	3,792	EACH	2.95	11,186.40
<b>SEED AND PLANT MAINTENANCE, 1 YEAR:</b>				
SUPPLEMENTAL WATERING, 1,000 GALLONS	14.5	UNIT	370.00	5,365.00
MOWING, MECHANICAL, UP TO 1.0 ACRE	2	ACRE	125.00	250.00
HERBICIDE APPLICATION, NON-SELECTIVE WEED CONTROL	1	ACRE	350.00	350.00
HERBICIDE APPLICATION, SELECTIVE WEED CONTROL	0.3	ACRE	750.00	225.00
<b>Other Items Added by Bidder:*</b>				
Path Repair **				3,343.00

\* Management and maintenance tasks not identified in the bid or added by the bidder are assumed included in the Work at no additional cost.

\*\* Damaged path will be restored at a minimum to the general condition of the path prior to the start of construction. Cutting and patching of the asphalt is acceptable when the sub-grade has not been damaged and where a smooth durable surface suitable for walking and cycling results.

SUB-TOTAL BASE PHASE I INSTALLATION BID:	\$	<u>135,493.15</u>
CONTINGENCY PHASE I (10% OF SUB-TOTAL):	\$	<u>13,215.01<sup>A</sup></u>
TOTAL BASE PHASE I BID PLUS CONTINGENCY:	\$	<u>148,708.16</u>
Approximate number of days to complete:		<u>90</u>

<sup>A</sup> Contingency excludes 10% of the path repair line item - this is a negotiated line item subsequent to bid

**TOTAL: an amount not to exceed One Hundred Forty Eight Thousand Seven Hundred Eight and 16/100 (\$148,708.16) 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 on or before **July 15, 2009**, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

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

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 Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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:  
Carl Peterson  
ENCAP, Inc.  
1709 Afton Road  
Sycamore, Illinois 60178  
Telephone: 815-899-1621  
Facsimile: 815-899-6821  
e-mail: [cpeterson@encapinc.net](mailto:cpeterson@encapinc.net)

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

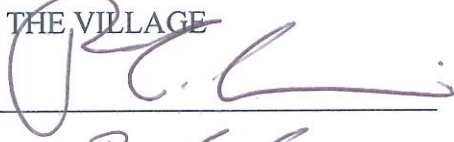


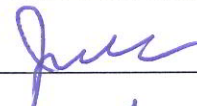
**SECTION 8: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

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

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

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

FOR: THE VILLAGE  
By:   
Print name: Paul G. Grimes  
Title: Village Manager  
Date: 6/15/09

FOR: THE CONTRACTOR  
By:   
Print name: Joe Alaniz  
Title: Senior Vice - President  
Date: 6/13/09

## VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and ENCAP, Inc. (the "CONTRACTOR") for Lake Sedgewick 319 Grant Phase I (the "WORK") dated May 19, 2009 (the "CONTRACT").

### ARTICLE 1: DUTIES OF THE PARTIES

#### 1.1 VILLAGE'S RIGHTS AND DUTIES

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

#### 1.2 CONTRACTOR'S RIGHTS AND DUTIES

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

- .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

8.2 Upon declaration of Contractor's default, the Village may, at his option, call upon the surety to complete the Work in accordance with the terms of this contract or may take over the Work, including any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as shall be required for the completion of the Work in an acceptable manner.

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

## **ARTICLE 9: DISPUTES AND VENUE**

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

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

## **ARTICLE 10: CONTRACT TIME**

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

## **ARTICLE 11: INSURANCE AND INDEMNIFICATION**

### **11.1 Insurance Requirements**

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

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**

Lake Sedgewick/153<sup>rd</sup> St. Metra Parking Lot BMP Plan  
(Project Name)

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

Firm Name: Encap, Inc.

Address: 1709 Afton Rd.

City, State, Zip Code: Sycamore IL 60178

Contact Person: CARL Peterson

FEIN #: 36-2833048

Phone: (815) 899-1621 Fax: (815) 899-6821

E-mail Address: C.peterson@encapinc.net

Signature of Authorized Signee: 

Title: VP Date: 3/10/09

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged (if applicable):

Addendum No. 1, Dated 3/5/09 Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

	<u>Phase I</u>	<u>Phase II</u>
<b>TOTAL BASE BID PRICE:</b> (including contingency)	\$ <u>145,365.16</u>	\$ <u>147,579.36</u>
<b>TOTAL STEWARDSHIP (year 2/3) BID PRICE:</b> (including contingency)	\$ <u>4675.00</u>	\$ <u>4675.00</u>

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

## Schedule of Unit Prices

The following unit prices shall provide the basis for determining the total amount of the Bidder's Bid and the Contract. In addition, the unit prices shall be used for any adjustments to the Work if the Village elects to add to or delete from the scope of the Work. It is agreed that the additions or deletions are subject to the General Condition, Special Provisions, Supplementary Conditions and Specifications included in the original Contract Documents.

In case of any discrepancies in the figures submitted, unit prices shall govern over total prices, unless the unit price is omitted. If both the unit price and total price are omitted, the bid shall be rejected.

### PHASE I (East of Trail) INSTALLATION BID:

ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
CONSTRUCTION LAYOUT	1	L.SUM	2185.20	2185.20
PERIMETER EROSION BARRIER	2,000	FT	1.25	2500.00
STABILIZED CONSTRUCTION ENTRANCE	110	SY	24.38	2681.80
PIPE CULVERT REMOVAL	13	FT	14.20	184.60
TEMPORARY PIPE CULVERTS, 24"	120	FT	54.63	6555.60
EARTH EXCAVATION	2,395	CY	16.39	39,254.05
TOPSOIL EXCAVATION AND PLACEMENT - 8"	4,600	SY	4.37	20,102.00
TOPSOIL FURNISH AND PLACE - 8"	450	SY	8.19	3685.50
EROSION CONTROL BLANKET, TEMPORARY S75	1,500	SY	.95	1425.00
EROSION CONTROL BLANKET, TEMPORARY S150	1,500	SY	1.10	1650.00
EROSION CONTROL BLANKET (NAG S75BN)	4,600	SY	1.38	6348.00
TEMPORARY SEEDING	250	LB	7.48	1870.00
SOIL EROSION AND SEDIMENT CONTROL - CLEANOUT	50	CY	25.00	1250.00
SEEDING, CLASS 1	1	ACRE	1900.00	1900.00
SEEDING, NATIVE	0.7	ACRE	2100.00	1470.00
PLUGS, WETLAND BMP AREA, WET MEADOW ZONE	7,360	EACH	2.95	21,712.00
PLUGS, WETLAND BMP AREA, EMERGENT ZONE	3,792	EACH	2.95	11,186.40
<b>SEED AND PLANT MAINTENANCE, 1 YEAR:</b>				
SUPPLEMENTAL WATERING, 1,000 GALLONS	14.5	UNIT	370.00	5,365.00
MOWING, MECHANICAL, UP TO 1.0 ACRE	2	ACRE	125.00	250.00
HERBICIDE APPLICATION, NON-SELECTIVE WEED CONTROL	1	ACRE	350.00	350.00
HERBICIDE APPLICATION, SELECTIVE WEED CONTROL	0.3	ACRE	750.00	225.00
Other Items Added by Bidder:*				

\* Management and maintenance tasks not identified in the bid or added by the bidder are assumed included in the Work at no additional cost.

SUB-TOTAL BASE PHASE I INSTALLATION BID: \$ 132,150.15  
 CONTINGENCY PHASE I (10% OF SUB-TOTAL): \$ 13,215.01  
 TOTAL BASE PHASE I BID PLUS CONTINGENCY: \$ 145,365.16  
 (please transfer total to Bidder Summary Sheet)  
 Approximate number of days to complete: 90

PHASE I STEWARDSHIP BID (YEARS 2 AND 3)

ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>SEED AND PLANT MAINTENANCE, 2 YEARS:</b>				
MOWING, MECHANICAL, UP TO 1.0 ACRE	2	ACRE	125.00	250.00
MOWING, NON-MECHANICAL HIGH MOW (WEED WHIP), UP TO 1 ACRE	1.5	ACRE	700.00	1050.00
HERBICIDE APPLICATION, NON-SELECTIVE WEED CONTROL, UP TO 1 ACRE	2	ACRE	350.00	700.00
HERBICIDE APPLICATION, SELECTIVE WEED CONTROL, UP TO 0.5 ACRE	1	ACRE	750.00	750.00
PRESCRIBED BURN MANAGEMENT, UP TO 1 ACRE	1	EACH	1500.00	1500.00
Other Items Added by Bidder:*				

\* Management and maintenance tasks not identified in the bid or added by the bidder are assumed included in the Work at no additional cost.

SUB-TOTAL Phase I YR 2/3 STEWARDSHIP ITEMS: \$ 4250.00  
 CONTINGENCY Phase I 10% OF SUB-TOTAL): \$ 425.00  
 TOTAL Phase I STEWARDSHIP: \$ 4675.00  
 (please transfer total to Bidder Summary Sheet)  
 Approximate number of days to complete: 90



**BUSINESS ORGANIZATION:**

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

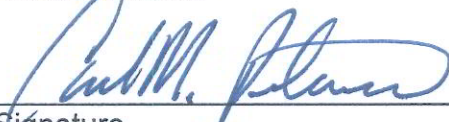
\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

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

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

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

Encap, Inc. (Corporate Seal)  
Business Name

 Carl Peterson  
Signature Print or type name

VP 3/10/09  
Title Date

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

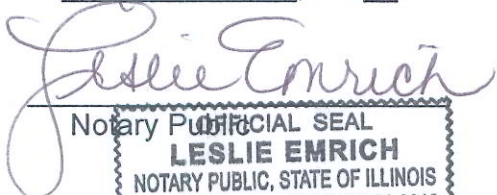
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, Carl Peterson, being first duly sworn certify  
and say that I am VP  
(insert "sole owner," "partner," "president," or other proper title)

of Encap, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 10<sup>th</sup> Day  
of March, 2009.

  
Notary Public  
**LESIE EMRICH**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8-24-2010

## 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

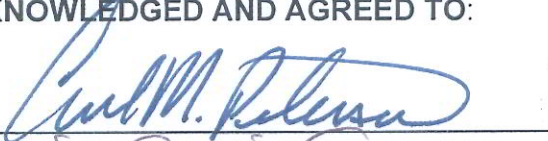
ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**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:**

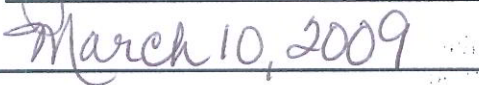
BY:



ATTEST:



DATE:



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

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

Contractor:

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

(Authorized Officer)

Subscribed and Sworn to  
before me this 10<sup>th</sup> day  
of March, 2009

Leslie Emrich



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

Carl Peterson, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

Ercap, Inc., having submitted a proposal for:  
(Name of Company)

Lake Sedgewick/153<sup>rd</sup> St. Metra Parking Lot BMP Plan to the Village of Orland Park, Illinois,  
(PROJECT)

hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that  
all Employee Drivers is/are currently participating  
(Name of employee/driver or "all employee drivers")

in a drug and alcohol testing program pursuant to the aforementioned rules.

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

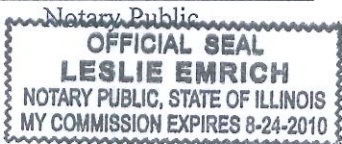
4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: Carl M. Peterson  
Officer or Owner of Company named above

Subscribed and sworn to  
Before me this 10<sup>th</sup>  
Day of March, 2009.

Leslie Emrich



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Not Applicable, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for \_\_\_\_\_, which has submitted a bid to the Village of Orland Park for

Lake Sedgewick/153<sup>rd</sup> St. Metra Parking Lot BMP Plan and I hereby certify  
(Name of Project)

that \_\_\_\_\_  
(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: *Carl M. Kutan*  
Title: VICE PRESIDENT

Subscribed and Sworn to  
Before me this 10<sup>th</sup>  
Day of March, 2009

*Leslie Emrich*



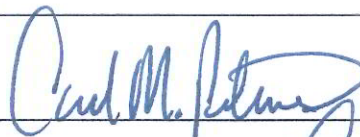

REFERENCES

(Please type)

ORGANIZATION DuPage County Department of Environmental Concerns  
ADDRESS 421 N. County Farm Road  
CITY, STATE, ZIP Wheaton, IL 60187  
PHONE NUMBER 630 407-6727  
CONTACT PERSON Jennifer Boyer  
DATE OF PROJECT 5/7/2002-2008

ORGANIZATION Natural Resource Conservation District  
ADDRESS 2315 Dean Street  
CITY, STATE, ZIP St. Charles, IL 60175  
PHONE NUMBER 630 584-7961 Ext. 3  
CONTACT PERSON Kelsey Musich  
DATE OF PROJECT 12/2008

ORGANIZATION IDI  
ADDRESS 500 Park Boulevard, Suite 750  
CITY, STATE, ZIP Itasca, IL 60143  
PHONE NUMBER 630 919-1041  
CONTACT PERSON Jeff Smith  
DATE OF PROJECT 2005-2008

Bidder's Name:  ENCAD, Inc.  
Signature & Date: 3/10/09 



## INSURANCE REQUIREMENTS

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

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

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

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

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

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage 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 10 DAY OF MARCH, 2009



Signature

CARL M. PETERSON VP

Printed Name & Title

Authorized to execute agreements for:

ENCAP, Inc.

Name of Company

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID MM  
ENCAP-1

DATE (MM/DD/YYYY)  
06/03/09

**PRODUCER**  
  
Pardridge Insurance, Inc.  
2580 DeKalb Ave  
Sycamore IL 60178  
Phone: 815-758-4447 Fax: 815-758-3111

**INSURED**  
  
Encap, Inc  
1709 Afton Road  
Sycamore IL 60178

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 #
INSURER A:	Auto-Owners Insurance	18988
INSURER B:	Houston Casualty Company	
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	X	GENERAL LIABILITY	07928516	03/05/09	03/05/10	EACH OCCURRENCE	\$ 1,000,000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
			X Contractual Liab				PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
			<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	X	X	AUTOMOBILE LIABILITY	47-928-516-00	03/05/09	03/05/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			ANY AUTO				BODILY INJURY (Per person)	\$
			X SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
			X HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
X NON-OWNED AUTOS								
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
A	X	X	EXCESS/UMBRELLA LIABILITY	47-943-385-00	03/05/09	03/05/10	EACH OCCURRENCE	\$ 10,000,000
			OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$ 10,000,000
			DEDUCTIBLE					\$
			X RETENTION \$10,000					\$
A	X	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	07015479	03/05/09	03/05/10	X WC STATU-TORY LIMITS	OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B			OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			Professional Liab	H709-10375	01/14/09	01/14/10	Occurenc	2,000,000
							Aggregate	4,000,000

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

The Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns are added as additional insureds to the general liability and automobile liability policies on a primary non-contributory basis subject to form #55373. A waiver of subrogation applies in regards to general liability and workers compensation

### CERTIFICATE HOLDER

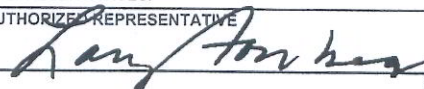
VILLORL

Village of Orland Park  
14700 Ravinia Ave  
Orland Park IL 60462

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



## **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.

**NOTEPAD:**

HOLDER CODE VILLORL  
INSURED'S NAME Encap, Inc

ENCAP-1  
OP ID MM

PAGE 3  
DATE 06/03/09

in favor of the additional insureds subject to WC 000313.

01

04-0678-00

091704 - 07015479

03-05-2009

Workers Compensation and Employers Liability Insurance Policy

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

WC 00, 03 13

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 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.

COMMERCIAL GENERAL LIABILITY  
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

**A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

**B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to 4. Other Insurance:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



UNITED FIRE & CASUALTY COMPANY  
 118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909  
 (A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that ENCAP INC  
 1709 Afton Road SYCAMORE, IL 60178

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called Surety, are held and firmly bound unto  
 Village of Orland Park, Illinois  
 14700 S Ravinia Ave ORLAND PARK, IL 60462

as Obligee, hereinafter called Obligee,  
 in the sum of Ten and 00/100 Percent of the Bid Amount Dollars

( 10% ) for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
 Lake Sedgewick/153rd Street Metra Parking Lot. BMP Plan

Now, Therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of March

A.D. , 2009

In the presence of:

Sammy Duetz  
 (Witness)

Katherine Fi  
 (Witness)

Jull ENCAP INC (Seal)  
 (Principal)  
Sr. Vice President  
 (Title)

UNITED FIRE & CASUALTY COMPANY (Seal)  
 By Kathy Flur  
 (Attorney-in-fact)

**ACKNOWLEDGMENT OF SURETY**

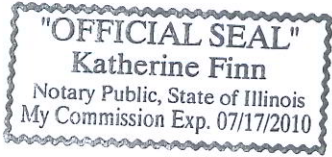
State of Illinois

ss.

County of DeKalb

On this 10th day of March, 2009 .

personally appeared before me Kathy Plucker who being duly sworn  
did depose and say that Kathy Plucker is the attorney-in-fact of the  
United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is  
the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said  
Corporation by authority of its Board of Directors and the said Kathy Plucker  
acknowledged that she executed said instrument as such attorney-in-fact  
and as the free act and deed of said Corporation.



(Notarial Seal)

Notary Public Katherine Finn

A handwritten signature in cursive script that reads "Katherine Finn".

County DeKalb

My commission expires: 07/17/2010





**UNITED FIRE & CASUALTY COMPANY**  
 Home Office – Cedar Rapids, Iowa  
 Certified Copy of Power of Attorney  
 (Original on file at Home Office of Company – See Certification)

Bond # W0003433  
Village of Orland Park, Illinois  
 Obligee 14700 S Ravinia Ave  
ORLAND PARK, IL 60462

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint FRANK C. PARDRIDGE, JR., OR CURTIS L. PARDRIDGE, OR KATHY PLUCKER, OR LAWRENCE FORSBERG, ALL INDIVIDUALLY

of PO BOX 704, DEKALB, IL 60115

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows:

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire July 8th, 2009 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

**"Article V – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice president, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 9th day of March, 2009.



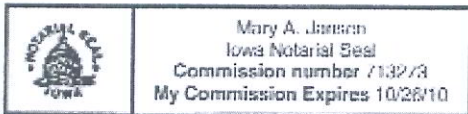
UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richman

Vice President

State of Iowa, County of Linn, ss:

On this 9th day of March, 2009 before me personally came Dennis Richmann to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jensen

Notary Public

My Commission expires October 26, 2010

**CERTIFICATION**

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 11th day of March, 2009



Secretary.

David A. Lange



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS, That we, Encap Inc

of 1709 Afton Road, Sycamore, IL 60178

\_\_\_\_\_ as Principal

and UNITED FIRE & CASUALTY COMPANY, an Iowa Corporation, having its principal office and place of business in the City of Cedar Rapids, Iowa, and authorized to do business in the State of Illinois, as Surety, are held

and firmly bound unto Village of Orland Park

14700 S Ravina Ave., Orland Park, IL 60462, as Obligee,

in the sum of One hundred forty eight thousand seven hundred eight and 16/100 Dollars

(\$ 148,708.16), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this 8th day of June, 2009.

WHEREAS, the Principal has entered into a certain written contract dated the day of May 18, 2009

20 09, with the Obligee for Lake Sedgewick 153rd Street Metra Parking lot BMP Plan

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform said contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said contract shall have a direct right of action under this bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date on which Principal ceased work on said contract. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

Witness:

Sarah Rozny

[Signature] (SEAL)  
Principal



UNITED FIRE & CASUALTY COMPANY

By: [Signature] (SEAL)  
Attorney-in-Fact

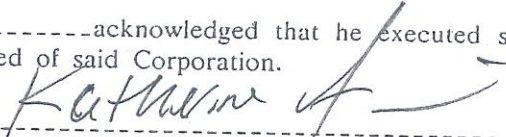
ACKNOWLEDGMENT OF SURETY

State of Illinois  
County of DeKalb } ss.

On this 8th day of June, 18 2009

personally appeared before me Kathy Plucker  
who being duly sworn did depose and say that he is the attorney-in-fact of the United Fire & Casualty Com-  
pany of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Cor-  
poration, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board

of Directors and the said Kathy Plucker acknowledged that he executed said instru-  
ment as such attorney-in-fact and as the free act and deed of said Corporation.



Katherine Finn

UND-2031b



UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint FRANK C. PARDRIDGE, JR., OR CURTIS L. PARDRIDGE, OR KATHY PLUCKER, OR LAWRENCE FORSBERG, ALL INDIVIDUALLY of DEKALB IL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: 1,000,000.00

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

**"Article V - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of May, 2008



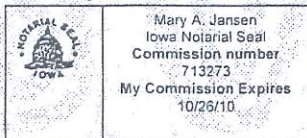
UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richman*  
Vice President

State of Iowa, County of Linn, ss:

On 25th day of May, 2008, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Mary A. Jansen*  
Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 8th day of June 20 09.

*David A. Gange*  
Secretary