Contract # 350

## Clerk's Contract and Agreement Cover Page

Year:

2007

Legistar File ID#: 2007-0444

Multi Year:

**V** 

Amount

\$30,700.00

**Contract Type:** 

Small Construction/Inst

Contractor's Name:

Bechstein Construction Corp

Contractor's AKA:

**Execution Date:** 

7/30/2007

Termination Date:

Renewal Date:

Department:

Parks & Building Maintenance

**Originating Person:** 

Frank Stec

Contract Description:

Demolition of 3 VOP owned homes

139th St & 110th Ave (farm house)

14620 Westwood 14610 Westwood



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

August 6, 2007

Mr. Michael Bechstein Bechstein Construction Corporation 17368 68<sup>th</sup> Court Tinley Park, IL 60477



VILLAGE HALL

TRUSTEES

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

RE: NOTICE TO PROCEED

Demolition of Three Village Owned Homes

Dear Mr. Bechstein:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of August 1, 2007.

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

The Village has processed Purchase Order #044061 for this contract/service. Please see attached. 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 July 30, 2007 in an amount not to exceed Thirty Thousand Seven Hundred and No/100 (\$30,700.00) 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: 044061

Purchase Order Date: 07/25/07

## PURCHASE ORDER

To:

Ship to:

BECHSTEIN CONSTRUCTION CORP. 17368 68TH COURT TINLEY PARK, IL 60477 VILLAGE OF ORLAND PARK

	lor No. 9984	P	urcha	voice MU se Order, l invoice cou	Failure to	o include t	he P	o numb	er	Sales Tax Ex	tempt # E9998 1807 (
Deli	ver By			r Phone N	umber	Ven	dor F	ax Num	iber	The second secon	Terms
07/	18/07	TE	EL# (	708) 532	-3500	00 FAX# (708) 532-7774		774	NET		
	Co	onfi	rm To		Confirm By			Requisitioned By			
					JUI	OY KONOW					
Fre	ight	Co	ontrac	Number		ant Numb	er	Proje	et I	Requisition No.	Requisition Date
					SEE	BELOW					Water Value of the control of the co
Line#	Quan	tity	UOM	Ito	em Num	ber and D	escrip	tion		Unit Cost	Extended Cost
1	1.	.00	NA	DEMOLIS FARM HO		AGE OWNE	D SCI	HUMACHI	ER 8	700.0000	8700.00
2	1.	00	NA	DEMOLIS 14610 W	The second second	AGE OWNE	D HOI	TA EN	12	200.0000	12200.00
3	1.	00	NA	DEMOLIS 14620 W		AGE OWNE	D HOI	ME AT	9	800.0000	9800.00
									SUB-I	OTAL	30700.00
	,								TOTAL		30700.00
				REMARKS BOARD A		7/16/0	7 20	007-044	14		
RE(	2/ACCT		 I	PATE	REQ.	ВУ				OJECT A	MOUNT
7	000450	1170,000		8/07	STEC/					870	0.00
00	000004 000450 160074	68	07/	.8/07	STEC/	KOPEC				2200	0.00

Authorized Pre	Quedud	2000	Found 7/15/19	Phoned:	Marilania
Authorized by:	July	Jorion	Paxed: //ets/0/	Phoned:	Maned:

#### VILLAGE OF ORLAND PARK

(Contract for Small Construction or Installation Project)

This Contract is made this 30<sup>th</sup> day of \_\_\_\_\_\_, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Bechstein Construction Corporation (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 Conditions pertaining to the Contract

The Proposal submitted by Contractor on March 28, 2007, to the extent it does not conflict with this contract.

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE NIA

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

Demolition of Village of Orland Park owned homes at:

- 139<sup>th</sup> St. and 110<sup>th</sup> Avenue, (farm home with basement);
- 14620 Westwood (home with basement) and
- 14610 Westwood (home with basement).

Bechstein Construction Corporation will perform the following:

- Demolish and haul away all debris.
- Remove all concrete.
- Site to be filled with clean clay material upon completion.

NOTE: Village will handle asbestos removal.

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal 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: Thirty Thousand Seven Hundred and No/100 (\$30,700.00 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 October 31, 2007, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is

exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

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

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

To the VILLAGE:

Denise Domalewski, Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue Orland Park, Illinois 60462

Telephone: 708-403-6173 Facsimile: 708-403-9212

e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Michael Bechstein, President

Bechstein Construction Corporation

17368 68<sup>th</sup> Court

Tinley Park, IL 60477

Telephone: 708-532-3500 Facsimile: 708-532-7774

e-mail: bechsteinwrecking@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.

FOR: THE VILLAGE	01	FOR: THE CONTRACTOR
Ву:	Jel -	By: / Brekste
Print name: Robert	a Tader, Sr.	Print name: Henry Bechstein
Its: Village Mana	iger	Its: PRESIDENT
Date:	0-07	Date: 7/26/07
FACSIMILE SIGNATURE	ES SHALL SUFFICE A	Initial here if faxing

This Contract shall become effective on the date first shown herein and upon execution by

duly authorized agents of the PARTIES.

#### VILLAGE OF ORLAND PARK

TERMS AND GENERAL CONDITIONS FOR CONTRACT BETWEEN THE VILLAGE OF ORLAND PARK (HEREINAFTER REFERRED TO AS THE "VILLAGE") AND BECHSTEIN CONSTRUCTION CORPORATION (HEREINAFTER REFERRED TO AS THE "CONTRACTOR") FOR COMPLETE BUILDING DEMOLITION OF THREE VILLAGE OWNED HOMES LOCATED AT 139<sup>TH</sup> & 110<sup>TH</sup> AVENUE, 14620 WESTWOOD, AND 14610 WESTWOOD, ORLAND PARK, ILLINOIS (HEREINAFTER REFERRED TO AS THE "WORK") DATED (HEREINAFTER REFERRED TO AS 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 sea.) 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 Proposal submitted by Contractor on March 28, 2007 to the extent it does not conflict with this contract.

- .5 Specifications and Drawings, if any
- .6 Required Certifications including
- .7 Required Certificates of Insurance
- .8 Required Performance and Payment Bonds WIA

#### 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 SITE

5.1 Contractor agrees to dispose of all demolition debris generated under this contract in locations allowed by law after obtaining all necessary permits. Final payment shall be made only after all debris and equipment has been removed and the site has been inspected by 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 proposer 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 <u>Worker's Compensation</u>: 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: \$1,000,000 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 NIP

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. New Requests for Proposals must be issued by the Village as required by law for any change increasing the original Contract Sum by fifty percent (50%) or more.

#### **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.

# **BECHSTEIN**Construction Corporation

#### Demolition • Excavating • Tank Removal

P.O. Box 277 17368 68th Court • Tinley Park • Illinois 60477 708-532-3500 • Fax: 708-532-7774

Village of Orland Park, Recreation & Parks Department Frank Stec, Director of Parks and Building Maintenance 14700 Ravinia Avenue Orland Park, IL 60462 March 28, 2007 Ref # 07-143

Phone: 708-362-2367 Fax: 708-403-6289

RE: Demolition: 139<sup>th</sup> & 110<sup>th</sup> Ave., 14620 & 14610 Westwood, Orland Park, IL Dear Frank:

Bechstein Construction Corp. proposes to perform the following line items of the referenced project:

Demolish and haul away all debris. Remove all concrete. Site to be filled with clean clay material upon completion.

Village will handle asbestos removal.

No permits included.

1. 139<sup>th</sup> & 110<sup>th</sup> Avenue (farm home with basement).

\$ 8,700.00

· 2. 14620 Westwood (home with basement).

\$ 9,800.00

' 3. 14610 Westwood (home with basement).

\$12,200.00

This Proposal Excludes (unless otherwise noted in above scope of work):

Any handling and/or disposal of any waste that may be deemed hazardous by any Federal, State or Local Municipality unless otherwise noted.

Underground Tank removal.

Corporation utility disconnects.

Winter Conditions. Engineering or layout. Restoration bonds.

Water meter or meter deposits.

Selective demolition.

Security fence and dust barrier.

No tree removal.

Well or septic abandonment.

Work for other Trades.

ROW or landscape restoration. Utility restoration or relocates.

Silt fence or tree protection.

Required asbestos reports or surveys.

Patching, restoration or shoring.

Asphalt removal.

No water disconnects.

Any of the above exclusions can be completely provided by Bechstein by prior agreement or written change order. Thank you for your consideration at this time. If I can be of further assistance please contact me at your convenience. All salvage property of Bechstein.

Respectfully,

Michael Bechstein

Bechstein Construction Corp.

#### TAX CERTIFICATION

Henry BechStein, having been first duly sworn depose and state as follows:
1, Henry Bechstein, am the duly authorized
agent for Bechstein Const Corp, which has
submitted a proposal to the Village of Orland Park for
Demo of 3 Village owned Homes and I hereby certify (Name of Project)
that Bechstein Const. Corp is not
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
By: The Bull
Title: President

Subscribed and Sworn to Before me this 26

Day of Solu

, 2007

"OFFICIAL SEAL"
Kelly Marmo
Notary Public, State of Illinois
My Commission Expires 02-26-2010

## CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMP	ORT	ANT:

THIS CERTIFICATION MUST BE EXECUTED.

	being first duly sworn certify
and say that I am Presiden T	
(insert "sole owner," "partner," "president," or o	other proper title)
of Bechstern Const. Corp Contractor submitting this proposal, and that the Prime Contracting with any unit of state or local government as a result of 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offer rotating" of any state or of the United States.  Signature of Person Making Construction	tractor is not barred from a violation of either Section ense of "bid-rigging" or "bid-

Subscribed and Sworn To Before Me This <u>ス</u>(か Day of <u>メ</u>ン\y , 200 7.

Notary Public

"OFFICIAL SEAL"
Kelly Marmo
Notary Public, State of Illinois
My Commission Expires 02-26-2010

#### **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: Bechstein Const. Corp
BY: 7/yBulsto
ATTEST: LILLY MULMO
DATE: 7/210/07

## 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: Bechstein Const CORP

y: / Lethorized Of

Henry Bechstein, President

Subscribed and Sworn to before me this \_\_\_\_\_\_\_day

Vøtary Public

"OFFICIAL SEAL"
Kelly Marmo
Notary Public, State of Illinois
My Commission Expires 02-26-2010

#### SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have <u>written</u> sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I. Henry Bechstein, having submitted a proposal for Bechstein Const. Const. (Name)

(Name) (Name of Contractor)

for Demo of 3-Village owned (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

orized Agent of Contractor

Subscribed and sworn to before

me this 26 day of 401

1

Notary Public

"OFFICIAL SEAL" Kelly Marmo

Notary Public, State of Illinois My Commission Expires 02-26-2010

#### REFERENCES

(Please type)	
ORGANIZATION	Village of Tinley
ADDRESS	16250 S. OAK Park AVR
CITY, STATE, ZIP	Tinley Park Ql 60477
PHONE NUMBER	768-444-5500
CONTACT PERSON	Kelly Borak
DATE OF PROJECT	12/06
ORGANIZATION	Village of ORland Park
ADDRESS	14700 RAVINIA AVE
CITY, STATE, ZIP	ORLAND Park, De 60462
PHONE NUMBER	
CONTACT PERSON	V
DATE OF PROJECT	5/07 Main Sheet Trinngle
ORGANIZATION	City of Chicago
ADDRESS	120 N. RACINE - 2rd Floor
CITY, STATE, ZIP	Chap. Qe 60607
PHONE NUMBER	312-743-7056
CONTACT PERSON	Eileen Kramer
DATE OF PROJECT	7107 Emergency Demolition
Proposer's Name: Signature:	Ketly Marmo Kelly Moene

20-13								
. 1	4C	ORD CERTIFIC	ATE OF LIABIL	ITY INS	URANCE		DATE 2/22/2007	
AF 18 ST	155 F E 2	VAN BAREN (01317) ROY ST		ONLY AN HOLDER.	D CONFERS N	UED AS A MATTER ( O RIGHTS UPON TI ATE DOES NOT AME AFFORDED BY THE P	HE CERTIFICATE END, EXTEND OR	
		IG, IL 60438-0000 1-5300 FAX: 708-474-1620		INSURERS A	AFFORDING COV	ERAGE	NAIC#	
INSU	RED	5028593		INSURER A:	COUNTRY Mutua	I Insurance Company		
		TEIN CONSTRUCTION CORP		INSURER B:				
	BOX	277 PARK, IL 60477		INSURER C:				
		77114,12 30177		INSURER D:				
			and the second s	INSURER E:				
		AGES						
A	NY RI	DLICIES OF INSURANCE LISTED BEL' EQUIREMENT, TERM OR CONDITIO ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MA	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED H	DOCUMENT WIT	H RESPECT TO WH	HICH THIS CERTIFICATE	MAY BE ISSUED OR	
NSR LTR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	rs	
Α		GENERAL LIABILITY	AB0285933	1/1/2007	1/1/2008	EACH OCCURRENCE	\$1,000,000	
.0.		COMMERCIAL GENERAL LIABILITY	AB020000	17 172007	17 172000	DAMAGE TO RENTED PREMISES (Ea occurence)	\$50,000	
	1	CLAIMS MADE OCCUR			140	MED EXP (Any one person)	\$5,000	
		<u> </u>				PERSONAL & ADV INJURY	\$1,000,000	
		<u></u>				GENERAL AGGREGATE	\$2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG	\$2,000,000	
A		AUTOMOBILE LIABILITY  ANY AUTO	AV0285931	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident)		
	1	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$1,000,000	
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$1,000,000	
						PROPERTY DAMAGE (Per accident)	\$250,000	
	_	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT		
	Ш	ANY AUTO				OTHER THAN AUTO ONLY: AGG		
4		EXCESS/UMBRELLA LIABILITY	AU0285932	1/1/2007	1/1/2008	EACH OCCURRENCE	\$5,000,000	
	<b>V</b>	OCCUR CLAIMS MADE	A00200002	11 11 2501	17 11 2000	AGGREGATE	\$5,000,000	
		DEDUCTIBLE  RETENTION \$ \$10,000						
Α		KERS COMPENSATION AND	AW0285930	1/1/2007	1/1/2008	WC STATU- OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE			3.33.55.5	E.L. EACH ACCIDENT	\$1,000,000	
	Ifyes	CER/MEMBER EXCLUDED? No No Nescribe under				E.L. DISEASE - EA EMPLOYEE	\$1,000,000 \$1,000,000	
-	OTH	JIAL PROVISIONS BEIOW				E.L. DISEASE - POLICY LIMIT	\$1,000,000	
DES	CRIPTI	ON OF OPERATIONS / LOCATIONS / VEHICLE	ES / EXCLUSIONS ADDED BY ENDORSEME	NT/SPECIAL PROVIS	IONS			
	IVEF	RS: GATION RIGHTS DIRECTLY AGAI	NOT THE CERTIFICATE HOLDE	D ADE MANGED	WITH DECARD TO	WORKERS COMPENS	DATION THE	
-		NG COMPANY WAIVES ITS RIGHT					The state of the s	
BE	LOW	WITH RESPECT TO ANY PAYME						
(C	ONTI	NUED)						
CE	OTIC	CATE HOLDER		CANCELLAT	TION			
	01/21 E15+	SALE LIST OF PARTIES O			CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION			
		GE OF ORLAND PARK				R WILL ENDEAVOR TO MAIL	050	
		S RAVINIA AVE ID PARK, IL 60462		CONTRACTOR CONTRACTOR OF THE C		NAMED TO THE LEFT, BUT F		
J	1 - M	I ANN IL OUTUZ		IMPOSE NO OB	LIGATION OR LIABILIT	Y OF ANY KIND UPON THE IN	SURER, ITS AGENTS OR	
				REPRESENTATI				
				AUTHORIZED REI	PRESENTATIVE 7	Douglas M	Rova	
		Ť				order		

#### DATE 2/22/2007 ACORD, CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE PRODUCER ART A VAN BAREN (01317) HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR 18155 ROY ST ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. STE 2 LANSING, IL 60438-0000 708-474-5300 FAX: 708-474-1620 INSURERS AFFORDING COVERAGE NAIC# COUNTRY Mutual Insurance Company 5028593 INSURER A BECHSTEIN CONSTRUCTION CORP INSURER B: PO BOX 277 INSURER C: TINLEY PARK, IL 60477 INSURER D:

INSURER E:

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

(WAIVER CONTINUED)

LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):

THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS

CERT	FICATI	EHOL	DER
------	--------	------	-----

VILLAGE OF ORLAND PARK 14700 S 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

Douglas M Bova

#### **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. POLICY NUMBER: AB0285933

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

Senise

EFFECTIVE DATE: 2/22/07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART



Location(s) Of Covered Operations
ALL PROJECTS PERFORMED FOR THE VILLAGE OF ORLAND PARK

- A. Section II Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insurads, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "properly damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.