

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2018-0270

**Innoprise Contract #:** C18-0081

**Year:** 2018

**Amount:** \$350,000.00

**Department:** PW - Bill C./Dennis W.

**Contract Type:** Small Construction or Installation

**Contractors Name:** F.H. Paschen, S.N. Nielsen & Associates LLC

**Contract Description:** OPHFC Locker Room Renovations JOC 056415

MAYOR  
Keith Pekau

VILLAGE CLERK  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



TRUSTEES

Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

June 28, 2018

Mr. Daniel Zivilik  
F.H.Paschen, S.N. Nielsen & Associates LLC  
5515 North East River Road  
Chicago, Illinois 60656

**NOTICE TO PROCEED – Orland Park Health & Fitness Center Locker Room Renovations**

Dear Mr. Zivilik:

This notification is to inform you that the Village of Orland Park has received all necessary contract documents in order for work to commence on the above stated project as of June 26, 2018.

Please contact Bill Cunningham at 708-403-6358 or Dennis Wokurka at 708-403-6374 to arrange the commencement of the work.

The Village has processed Purchase Order #18-001541 for this contract and emailed 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 or emailed to [accounts payable@orlandpark.org](mailto:accounts payable@orlandpark.org). Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated June 4, 2018 in an amount not to exceed Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

Encl:

CC: Bill Cunningham  
Dennis Wokurka

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Avenue  
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**TRUSTEES**  
Kathleen M. Fenton  
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Daniel T. Calandriello  
Michael F. Carroll

June 4, 2018

Mr. Daniel Zivilik  
F.H. Paschen, S.N. Nielsen & Associates LLC  
5515 North East River Road  
Chicago, Illinois 60656

**NOTICE OF AWARD – Orland Park Health & Fitness Center Locker Room Renovations**

Dear Mr. Zivilik:

This notification is to inform you that on May 7, 2018, the Village of Orland Park Board of Trustees approved awarding F.H. Paschen, S.N. Nielsen & Associates LLC the job order contract in accordance with the proposals you submitted dated May 11, 2018 and May 15, 2018, for Orland Park Health & Fitness Center Locker Room Renovations in a combined amount not to exceed Three Hundred Thirty Three Thousand Four Hundred Four and 50/100 (\$333,404.50) Dollars. The contract is written for a total not to exceed Three Hundred Fifty Thousand and No/100 (\$350,000.00) in anticipation of additional work to be approved and authorized.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 18, 2018.

- Attached is the Contract for Orland Park Health & Fitness Center Locker Room Renovations. 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.
- Also enclosed are the Certificate of Compliance and Insurance Requirements. Please complete and return them along with the signed contracts.
- 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 submit Performance and Payment Bonds, dated June 4, 2018 for the full amount of the contract.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. The information we have on file is a couple years old so we would like to update with current information.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements, P&P Bonds, and completed W-9 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@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc: Bill Cunningham  
John Ingram  
Dennis Wokurka



**ORLAND PARK**  
**Orland Park Health & Fitness Center (OPHFC)**  
**Locker Room Renovations**  
**(Contract for Small Construction or Installation Project)**

This Contract is made this 4th day of June, 2018 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

Exhibit A - Village approved & authorized Job Order Contract 056415 Proposal(s) submitted by Contractor to the extent it does not conflict with this contract.

Certificate of Compliance

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:

Locker Room renovations at Orland Park Health & Fitness Center (OPHFC), 15430 West Avenue, Orland Park, IL 60462

(hereinafter referred to as the "WORK") as described in the Village approved and authorized CONTRACTOR'S Job Order Contract Proposal(s) 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:

The CONTRACTOR's Fee shall be set forth in Exhibit A, the proposal for the project. Any services not identified in Exhibit A shall be considered additional services and shall be

compensated as such based upon the agreement of the PARTIES.

TOTAL: an amount not to exceed Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars

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

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

**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 1, 2018 (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 defend, 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: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 8: 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  
Purchasing & Contract Administrator  
Village of Orland Park  
14700 South Rovinia Avenue  
Orland Park, Illinois 60462

Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orlandpark.org

**To the CONTRACTOR:**

Daniel Zivilik  
Project Manager  
F.H. Paschen, S.N. Nielsen Associates LLC  
5515 North East River Road  
Chicago, Illinois 60656

Telephone: 773-444-3474  
Facsimile: 773-693-0064  
e-mail: dzivilik@FHPaschen.com  
cell: 773-230-4567

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.

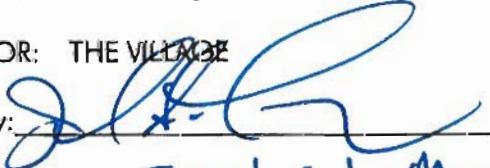
**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: 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: Joseph S. LaMarge

Title: Village Manager

Date: 6/26/18

FOR: THE CONTRACTOR

By: 

Print name: Anthony Dazi, for FHP

Title: Vice President

Date: 6/15/18

**VILLAGE OF ORLAND PARK**  
**SMALL CONSTRUCTION & INSTALLATION CONTRACT**  
**TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and F.H. PASCHEN, S.N. NIELSEN ASSOCIATES LLC (the "CONTRACTOR") for **Orland Park Health & Fitness Center Locker Room Renovations** (the "WORK") dated **June 4, 2018** (the "CONTRACT").

**ARTICLE 1: DUTIES OF THE PARTIES**

**1.1 VILLAGE'S RIGHTS AND DUTIES**

- 1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage 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, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5 If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's 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 throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.
  - 1.2.7.1 This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping

duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or 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 work to be performed under the CONTRACT.

1.2.8 CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT 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 consists of the following documents and items:

- a. Contract between the parties
- b. Terms and General Conditions to the Contract
- c. Special Conditions to the Contract, if any
- d. Village approved & authorized Job Order Contract Proposal(s) submitted by Contractor to the extent it does not conflict with this contract
- e. Specifications and Drawings, if any
- f. Addenda, if any
- g. Required Certificates of Insurance
- h. Certificate of Compliance
- i. Required Certifications and documents as may be required by other project funding agencies
- j. Performance and Payment Bonds

## **ARTICLE 3: PAYMENTS AND COMPLETION**

3.1 The VILLAGE requires for each Request 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. Payments shall not be made by the VILLAGE without such 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 installed or built into the WORK without written authorization from the VILLAGE.

3.3 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.

3.4 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.

3.5 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. This shall also apply to Sub

contractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

## **ARTICLE 5: INSPECTION OF MATERIALS**

5.1 The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material.

## **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 for performance of the WORK hereunder 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, 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, 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 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 the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer 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 in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, 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 a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2 Upon declaration of CONTRACTOR's default, the VILLAGE may, at its 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 on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts 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 as the VILLAGE may in its discretion determine.

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 to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

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

9.1 Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the VILLAGE Manager or his or her

designee. All 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 not 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 and governed by 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 with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and 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 CONTRACTOR shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. 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 defined in Exhibit 1, a copy of which is attached hereto and made a part hereof.

11.1.2 CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

#### 11.2 Indemnification

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

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

### ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

### ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

## **ARTICLE 14: CHANGES IN THE WORK**

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested 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 VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

## **ARTICLE 15: TERMINATION**

15.1 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 agreed upon reasonable overhead and profit.

## EXHIBIT 1

### Insurance Requirements

#### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$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 coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's.



Job Order Contract  
**Detailed Scope of Work**

**Job Order Number:** 056415.00 **Date:** May 11, 2018  
**Job Order Name:** Village of Orland Park - Health & Fitness Center Locker Room Renovations  
**Contractor Name:** F. H. Paschen, S. N. Nielsen & Associates LLC  
**Location:** 517 - 15430 West Ave Orland Park, IL 60462  
15430 West Ave  
Orland Park, IL 60462

**Detailed Scope of Work**

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

**Brief Scope of Work:**

Orland Park Health & Fitness Center Locker Room Renovations

**Detailed Scope of Work:**

- Orland Park Health & Fitness Center

**Scope of Work**

- Demo and remove existing ceramic tile flooring in Men's and Women's locker room per the revised project drawings.
- Demo and remove existing tile base at drywall walls.
- Provide dumpsters as required for disposal of debris.
- Remove and salvage existing shower stalls.
- Patch drywall walls at removed wall base as needed and repaint entire wall at base replacement areas only.
- Provide reasonable patching of mortar setting bed and skim coat of floor to prep for new floor tile. Replacement of entire tile setting bed is not figured.
- Provide water proofing membrane at wet areas approx. 4" up wall and extend out onto floor 12" to protect against water penetration through base of walls.
- Provide and install new flooring PT1, WB as designated on revised project drawings.
-

**Job Order Contract****Proposal Review Summary - Category**

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Date:	May 11, 2018
Job Order #:	056415.00
Title:	Village of Orland Park - Health & Fitness Center Locker Room Renovations
Contractor:	11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value:	\$231,334.26
Proposal Name:	Village of Orland Park - Health & Fitness Center Locker Room Renovations
Proposal Submitted:	05/10/2018

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Carpentry/Paint - Mens:	\$18,748.65
Carpentry/Paint - Womens:	\$16,847.31
Floor Tile - Mens:	\$82,711.63
Floor Tile - Womens:	\$89,847.74
Plumbing - Mens:	\$10,943.41
Plumbing - Womens:	\$12,235.52
<b>Proposal Total</b>	<b>\$231,334.26</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 17.89%

## Job Order Contract

## Proposal Review Detail - Category

Date: May 11, 2018  
 Job Order #: 056415.00  
 Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations  
 Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC  
 Proposal Value: \$231,334.25  
 Proposal Name: Village of Orland Park - Health & Fitness Center Locker Room Renovations  
 Proposal Submitted: 05/10/2018

Rec#	CSI Number	Mod.	UOM	Description				Line Total
<b>Carpentry/Paint - Mens</b>								
1	01 31 26 00-0004		EA	Minimum Labor Cost, 3 Person Crew Size				\$964.14
				Quantity	Unit Price	Factor		
				Installation 1.00 x	837.00 x	1.1519 =		\$964.14
Contractors Note: Minimum labor cost to remove and reinstall towel cabinet outside sauna for floor replacement work.								
2	09 01 20 00-0017		SF	Cut And Patch Hole To Match Existing. > 250 SF To 500 SF				\$3,775.47
				Quantity	Unit Price	Factor		
				Installation 340.00 x	9.64 x	1.1519 =		\$3,775.47
Contractors Note: Cut and patch drywall walls were tile base is removed.								
3	09 28 13 00-0003		SF	1/2" Cementitious Backer Units For Installation On Floors				\$1,382.51
				Quantity	Unit Price	Factor		
				Installation 340.00 x	3.53 x	1.1519 =		\$1,382.51
Contractors Note: Install durock at base of drywall walls after wall base demo.								
4	09 28 13 00-0003	0062	SF	For Installation On Wall, Add				\$187.99
				Quantity	Unit Price	Factor		
				Installation 340.00 x	0.48 x	1.1519 =		\$187.99
Contractors Note:								
5	09 91 23 00-0062		SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work				\$946.31
				Quantity	Unit Price	Factor		
				Installation 1,467.00 x	0.56 x	1.1519 =		\$946.31
Contractors Note: Prime walls at tile base replacement areas only.								
6	09 91 23 00-0064		SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work				\$1,960.21
				Quantity	Unit Price	Factor		
				Installation 1,467.00 x	1.16 x	1.1519 =		\$1,960.21
Contractors Note: Paint walls at tile base replacement areas only.								
7	10 21 18 00-0013		EA	57" Wide, Solid Phenolic Core Laminated Plastic, Shower Divider With Headrail And Curtain Track				\$8,593.75
				Excludes Material	Quantity	Unit Price	Factor	
					Installation 10.00 x	497.35 x	1.1519 =	\$5,728.97
					Demolition 10.00 x	248.70 x	1.1519 =	\$2,864.78
Contractors Note: Remove and salvage existing shower enclosures. Enclosures to be stored on site. Reinstall enclosures after flooring is replaced. Line item is labor only.								
8	10 28 13 13-0169		EA	42" Width x 72" Height, Vinyl Shower Curtain (Bobrick B-204-2) Note: Requires 7 curtain hooks.				\$276.92
				Excludes Material	Quantity	Unit Price	Factor	
					Installation 10.00 x	18.03 x	1.1519 =	\$184.65
					Demolition 10.00 x	8.01 x	1.1519 =	\$92.27
Contractors Note: Remove and reinstall shower curtains.								

Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations

Rec#	CSI Number	Mod.	UOM	Description				Line Total
<b>Carpentry/Paint - Mens</b>								
9	21 23 16 00-0084		EA	WHDR - 450 Shelf Type Mounting Bracket				\$661.35
		Excludes Material		Quantity	Unit Price	Factor		
			Installation	14.00 x	27.34 x	1.1519 =		\$440.90
			Demolition	14.00 x	13.67 x	1.1519 =		\$220.45
Contractors Note: Remove and reinstall counter top supports for flooring replacement work. Line item is labor only.								
<b>Subtotal for Carpentry/Paint - Mens:</b>								<b>\$18,748.66</b>
<b>Carpentry/Paint - Womens</b>								
10	01 31 26 00-0004		EA	Minimum Labor Cost, 3 Person Crew Size				\$964.14
			Quantity	Unit Price	Factor			
			Installation	1.00 x	837.00 x	1.1519 =		\$964.14
Contractors Note: Minimum labor cost to remove, store, and reinstall casework outside of sauna during floor replacement.								
11	09 01 20 00-0018		SF	Cut And Patch Hole To Match Existing, > 100 SF To 250 SF				\$2,145.99
			Quantity	Unit Price	Factor			
			Installation	180.00 x	10.35 x	1.1519 =		\$2,145.99
Contractors Note: Cut and patch drywall walls were tile base is removed.								
12	09 28 13 00-0003		SF	1/2" Cementitious Backer Units For Installation On Floors				\$731.92
			Quantity	Unit Price	Factor			
			Installation	180.00 x	3.53 x	1.1519 =		\$731.92
Contractors Note: Install durock at base of drywall walls after wall base demo.								
13	09 28 13 00-0003	0058	SF	For Quantities > 50 To 250, Add				\$99.52
			Quantity	Unit Price	Factor			
			Installation	180.00 x	0.48 x	1.1519 =		\$99.52
Contractors Note:								
14	09 28 13 00-0003	0062	SF	For Installation On Wall, Add				\$99.52
			Quantity	Unit Price	Factor			
			Installation	180.00 x	0.48 x	1.1519 =		\$99.52
Contractors Note:								
15	09 91 23 00-0062		SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work				\$963.73
			Quantity	Unit Price	Factor			
			Installation	1,494.00 x	0.56 x	1.1519 =		\$963.73
Contractors Note: Prime walls at tile base replacement areas only.								
16	09 91 23 00-0084		SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work				\$1,996.29
			Quantity	Unit Price	Factor			
			Installation	1,494.00 x	1.16 x	1.1519 =		\$1,996.29
Contractors Note: Paint walls at tile base replacement areas only.								
17	10 21 13 19-0005		EA	60" x 60", Overhead Braced, Recycled Solid Plastic (HDPE), One Compartment Corner Unit, Complete ADA Compliant Toilet Partition				\$408.68
		Excludes Material	Quantity	Unit Price	Factor			
			Installation	1.00 x	236.51 x	1.1519 =		\$272.44
			Demolition	1.00 x	118.26 x	1.1519 =		\$136.22
Contractors Note: Remove and reinstall (1) toilet partition compartment in shower area.								

Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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**Carpentry/Paint - Womens**

18	10 21 16 00-0013	EA	57" Wide, Solid Phenolic Core Laminated Plastic, Shower Divider With Headrail And Curtain Track				\$8,593.75
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	10.00	x 497.35	x 1.1519 =	\$5,728.97	
		Demolition	10.00	x 248.70	x 1.1519 =	\$2,864.78	
Contractors Note: Remove and salvage existing shower enclosures. Enclosures to be stored on site. Reinstall enclosures after flooring is replaced. Line item is labor only.							
19	10 28 13 13-0169	EA	42" Width x 72" Height, Vinyl Shower Curtain (Bobrick B-204-2) Note: Requires 7 curtain hooks				\$276.92
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	10.00	x 16.03	x 1.1519 =	\$184.65	
		Demolition	10.00	x 8.01	x 1.1519 =	\$92.27	
Contractors Note: Remove and reinstall shower curtains							
20	21 23 16 00-0084	EA	WHDR - 450 Shelf Type Mounting Bracket				\$566.87
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	12.00	x 27.34	x 1.1519 =	\$377.92	
		Demolition	12.00	x 13.67	x 1.1519 =	\$188.96	
Contractors Note: Remove and reinstall counter top supports for flooring replacement work. Line item is labor only.							

**Subtotal for Carpentry/Paint - Womens:** \$16,847.31

**Floor Tile - Mens**

21	01 71 13 00-0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.				\$463.80
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	2.00	x 201.32	x 1.1519 =	\$463.80	
Contractors Note: Mobilize equipment for demolition and tile installation.							
22	01 74 13 00-0003	CY	Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed				\$1,356.02
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	60.00	x 19.62	x 1.1519 =	\$1,356.02	
Contractors Note: Collect demo debris and load into buggy carts.							
23	01 74 19 00-0013	EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material				\$1,320.77
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	3.00	x 382.20	x 1.1519 =	\$1,320.77	
Contractors Note: Dumpsters on site for debris disposal.							
24	02 41 16 13-0003	GSF	Commercial Building Interior <2000 SF (186 M2), Gutting And Disposal Into Dumpster Or Truck				\$7,774.17
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	794.00	x 8.50	x 1.1519 =	\$7,774.17	
Contractors Note: Demo and remove existing floor tile, thin-set, and wall base in drywall areas. Quantity is 50% of floor space to account for no ceiling or wall demo taking place.							

## Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health &amp; Fitness Center Locker Room Renovations

Ref#	CSI Number	Mod.	UOM	Description	Line Total
<b>Floor Tile - Mens</b>					
25	02 83 00 00-0161	SF		HEPA Vacuum And Wet Clean Contaminated Area With Mild Detergent	\$457.02
				Quantity      Unit Price      Factor	
		Installation	1,587.00	x      0.25      x      1.1519 =	\$457.02
Contractors Note: Hepa filter equipment on site during demo to meet OSHA silica exposure regulations.					
26	03 01 30 71-0020	SF		Epoxy Repair Cracks And Seals On Concrete, Includes Removal Of Concrete To 1/2" Depth, Surface Preparation And Cleaning, Repair Of Surface, Grout And Finish	\$17,480.04
				Quantity      Unit Price      Factor	
		Installation	318.00	x      47.72      x      1.1519 =	\$17,480.04
Contractors Note: Patch and repair concrete subfloor/mortar bed as needed after demo. 20% of overall area figured					
27	03 31 13 00-0087	CY		250' (77 m) Haul, Non-Motorized, Concrete Buggy	\$3,084.33
				Quantity      Unit Price      Factor	
		Installation	80.00	x      33.47      x      1.1519 =	\$3,084.33
Contractors Note: Buggy carts on site to move debris out of building and new material in.					
28	07 65 19 00-0018	LF		60 Mil Neoprene Flashing, 18" Wide Strip	\$3,444.35
				Quantity      Unit Price      Factor	
		Installation	395.00	x      7.57      x      1.1519 =	\$3,444.35
Contractors Note: Water proofing membrane at base of walls in wet areas.					
29	07 92 00 00-0002	CLF		1/4" x 1/4" Joint, Silicone Sealant And Caulking	\$1,521.25
				Quantity      Unit Price      Factor	
		Installation	4.84	x      272.86      x      1.1519 =	\$1,521.25
Contractors Note: Caulk top edge of new cove base tile.					
30	07 92 00 00-0002	0204	CLF	For 1 Part Mildew Resistant, Add	\$63.33
				Quantity      Unit Price      Factor	
		Installation	4.84	x      11.38      x      1.1519 =	\$63.33
Contractors Note:					
31	09 01 60 00-0003	SF		Remove Setting Bed And Clean Area	\$6,635.88
				Quantity      Unit Price      Factor	
		Installation	1,587.00	x      3.63      x      1.1519 =	\$6,635.88
Contractors Note: Scrape and clean floor after demo and prepare for floor prep and new tile installation.					
32	09 30 00 00-0001	SF		DALTILE 2x2 Porcelain Tile - Portfolio Ash Grey PF05	\$12,682.43
				Quantity      Unit Price      Factor	
		NPP Task	1,666.00	x      7.25      x      1.0500 =	\$12,682.43
Contractors Note: Supply specified DALTILE Porcelain floor tile per project drawings including waste and attic stock. Line item is material only.					
33	09 30 00 00-0002	LF		DALTILE 6x12 Porcelain Tile Cove Base - Portfolio Ash Grey PF05	\$7,261.80
				Quantity      Unit Price      Factor	
		NPP Task	532.00	x      13.00      x      1.0500 =	\$7,261.80
Contractors Note: Supply specified DALTILE Porcelain cove base per project drawings including waste and attic stock. Line item is material only.					

Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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**Floor Tile - Mens**

34	09 30 13 00-0001	SF	Mounted Floor Tile, Less Than 8"x8" Note: Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12"x12", 12"x24", or similar sized sheets.				\$8,025.21
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	1,587.00 x	4.39 x	1.1519 = \$8,025.21

Contractors Note: Installation of new floor tile per project drawings. Line item is labor only.

35	09 30 13 00-0001	0057	SF	For Chemical Resistant Epoxy Grout, Add				\$55.29
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	50.00 x	0.96 x	1.1519 = \$55.29

Contractors Note:

36	09 30 13 00-0009	LF	Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim				\$4,281.75
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	484.00 x	7.68 x	1.1519 = \$4,281.75

Contractors Note: Installation of cove base installed over existing wall tile in wet areas, and over drywall walls in non wet areas. Line item is labor only.

37	09 30 13 00-0009	0078	LF	For Chemical Resistant Epoxy Grout, Add				\$46.65
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	30.00 x	1.35 x	1.1519 = \$46.65

Contractors Note:

38	09 31 00 00-0001	SF	Thin-Set - Latex Portland Cement Mortar				\$2,675.87
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	1,829.00 x	1.27 x	1.1519 = \$2,675.87

Contractors Note: Thin-set setting of new tile.

39	09 31 00 00-0001	0059	SF	For Quantities > 1000, Deduct				\$-231.75
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	1,829.00 x	-0.11 x	1.1519 = \$-231.75

Contractors Note:

40	09 85 13 33-0003	SF	Latex Self Leveling Underlayment, 1/4" Thick				\$2,431.33
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	1,587.00 x	1.33 x	1.1519 = \$2,431.33

Contractors Note: Feather coal subfloor to prep for new tile.

41	09 85 19 00-0015	LF	Vinyl Transition Strip, Brown Or Black				\$35.94
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	20.00 x	1.56 x	1.1519 = \$35.94

Contractors Note: Transitions between carpet and tile areas.

42	09 91 43 00-0004	SF	Chemical Clean, Brush And Wash Concrete Or Masonry				\$1,846.35
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Excludes Material	Quantity	Unit Price	Factor	Total
	Installation	1,587.00 x	1.01 x	1.1519 = \$1,846.35

Contractors Note: Return after grout has fully cured and clean tile.

<b>Subtotal for Floor Tile - Mens:</b>						<b>\$82,711.63</b>
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**Floor Tile - Womens**



Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations

Rec#	CSI Number	Mod.	UOM	Description				Line Total
<b>Floor Tile - Womens</b>								
52	07 92 00 00-0002	0204	CLF	For 1 Part Mildew Resistant, Add				\$66.34
				Quantity		Unit Price		
			Installation	5.07	x	11.36	x	Factor 1.1519 =
								Total \$66.34
Contractors Note:								
53	09 01 60 00-0003	SF		Remove Setting Bed And Clean Area				\$7,329.99
				Quantity		Unit Price		
			Installation	1,753.00	x	3.63	x	Factor 1.1519 =
								Total \$7,329.99
Contractors Note: Scrape and clean floor after demo and prepare for floor prep and new tile installation.								
54	09 30 00 00-0001	SF		DALTILE 2x2 Porcelain Tile - Portfolio Ash Grey PF05				\$14,007.00
			NPP Task	Quantity		Unit Price		
			Installation	1,840.00	x	7.25	x	Factor 1.0500 =
								Total \$14,007.00
Contractors Note: Supply specified DALTILE Porcelain floor tile per project drawings including waste and attic stock. Line item is material only.								
55	09 30 00 00-0002	LF		DALTILE 6x12 Porcelain Tile Cove Base - Portfolio Ash Grey PF05				\$7,439.25
			NPP Task	Quantity		Unit Price		
			Installation	545.00	x	13.00	x	Factor 1.0500 =
								Total \$7,439.25
Contractors Note: Supply specified DALTILE Porcelain cove base per project drawings including waste and attic stock. Line item is material only.								
56	09 30 13 00-0001	SF		Mounted Floor Tile, Less Than 8"x8" Note: Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12"x12", 12"x24", or similar sized sheets.				\$8,864.64
			Excludes Material	Quantity		Unit Price		
			Installation	1,753.00	x	4.39	x	Factor 1.1519 =
								Total \$8,864.64
Contractors Note: Installation of new floor tile per project drawings. Line item is labor only.								
57	09 30 13 00-0001	0067	SF	For Chemical Resistant Epoxy Grout, Add				\$55.29
				Quantity		Unit Price		
			Installation	50.00	x	0.96	x	Factor 1.1519 =
								Total \$55.29
Contractors Note:								
58	09 30 13 00-0009	LF		Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim				\$4,485.22
			Excludes Material	Quantity		Unit Price		
			Installation	507.00	x	7.68	x	Factor 1.1519 =
								Total \$4,485.22
Contractors Note: Installation of cove base installed over existing wall tile in wet areas, and over drywall walls in non wet areas. Line item is labor only								
59	09 30 13 00-0009	0078	LF	For Chemical Resistant Epoxy Grout, Add				\$46.65
				Quantity		Unit Price		
			Installation	30.00	x	1.35	x	Factor 1.1519 =
								Total \$46.65
Contractors Note:								
60	09 31 00 00-0001	SF		Thin-Set - Latex Portland Cement Mortar				\$3,306.18
				Quantity		Unit Price		
			Installation	2,260.00	x	1.27	x	Factor 1.1519 =
								Total \$3,306.18
Contractors Note: Thin-set setting of new tile.								
61	09 31 00 00-0001	0059	SF	For Quantities > 1000, Deduct				\$-286.36
				Quantity		Unit Price		
			Installation	2,260.00	x	-0.11	x	Factor 1.1519 =
								Total \$-286.36
Contractors Note:								

Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations

Rec#	CSI Number	Mat.	UOM	Description				Line Total
<b>Floor Tile - Womens</b>								
62	09 65 13 33-0003	SF		Latex Self Leveling Underlay, 1/4" Thick				\$2,685.84
				Quantity	Unit Price	Factor		
				Installation 1,753.00 x	1.33 x	1.1519 =		\$2,685.64
Contractors Note: Feather coat subfloor to prep for new tile.								
63	09 65 19 00-0015	LF		Vinyl Transition Strip, Brown Or Black				\$50.32
				Quantity	Unit Price	Factor		
				Installation 28.00 x	1.56 x	1.1519 =		\$50.31
Contractors Note: Transitions between carpet and tile areas.								
64	09 91 43 00-0004	SF		Chemical Clean, Brush And Wash Concrete Or Masonry				\$2,039.47
				Quantity	Unit Price	Factor		
				Installation 1,753.00 x	1.01 x	1.1519 =		\$2,039.47
Contractors Note: Return after grout has fully cured and clean tile.								
<b>Subtotal for Floor Tile - Womens:</b>								<b>\$89,847.74</b>
<b>Plumbing - Mens</b>								
65	02 41 18 13-0089	EA		Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.				\$586.82
				Quantity	Unit Price	Factor		
				Installation 1.00 x	509.28 x	1.1519 =		\$586.62
Contractors Note: Saw cutting for floor drain replacement								
66	02 41 19 13-0259	SF		Up To 6" Thick Concrete Cutouts, Up To 8 SF With Light Reinforced, Slab On Grade				\$349.79
				Quantity	Unit Price	Factor		
				Installation 9.00 x	33.74 x	1.1519 =		\$349.79
Contractors Note: Cut out existing concrete slab for floor drain replacement								
67	03 01 30 71-0028	EA		Patch Up To 16 SF Of Decks Or Floors, Portland Cement Based Repair Material				\$1,846.10
				Quantity	Unit Price	Factor		
				Installation 1.00 x	1,602.66 x	1.1519 =		\$1,846.10
Contractors Note: Patch concrete slab after floor drain replacement is complete.								
68	22 13 13 00-0011	EA		Rough-In Service Sink, Floor Mounted, Single Fixture, Includes Cast Iron Waste Pipe And Vent And Copper Domestic Supply, Excludes Fixture Or Faucet				\$579.01
				Quantity	Unit Price	Factor		
				Installation 1.00 x	502.88 x	1.1519 =		\$579.01
Contractors Note: Remove and replace under slab plumbing as needed for floor drain replacement.								
69	22 13 16 00-0804	EA		4" Floor Drain With Stainless Steel Strainer, High Silicon Cast Iron Fitting, No Hub				\$1,444.37
				Quantity	Unit Price	Factor		
				Installation 1.00 x	1,141.68 x	1.1519 =		\$1,315.10
				Demolition 1.00 x	112.22 x	1.1519 =		\$129.27
Contractors Note: Remove and replace floor drain								

Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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**Plumbing - Mens**

70	22 13 16 00-0804	EA	4" Floor Drain With Stainless Steel Strainer, High Silicon Cast Iron Fitting, No Hub				\$6,137.52
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	18.00 x	168.21 x	1.1519 =	\$3,681.46	
		Demolition	19.00 x	112.22 x	1.1519 =	\$2,456.06	

Contractors Note: Remove and replace floor drain grates. (22) existing floor drain tops to be replace.

**Subtotal for Plumbing - Mens:** \$10,943.41

**Plumbing - Womens**

71	02 41 19 13-0089	EA	Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.				\$586.62
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	509.26 x	1.1519 =	\$586.62	

Contractors Note: Saw cutting for floor drain replacement

72	02 41 19 13-0259	SF	Up To 6" Thick Concrete Cutouts, Up To 8 SF With Light Reinforced, Slab On Grade				\$349.79
			Quantity	Unit Price	Factor	Total	
		Installation	9.00 x	33.74 x	1.1519 =	\$349.79	

Contractors Note: Cut out existing concrete slab for floor drain replacement

73	03 01 30 71-0028	EA	Patch Up To 16 SF Of Decks Or Floors, Portland Cement Based Repair Material				\$1,846.10
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	1,602.66 x	1.1519 =	\$1,846.10	

Contractors Note: Patch concrete slab after floor drain replacement is complete.

74	22 13 13 00-0011	EA	Rough-in Service Sink, Floor Mounted, Single Fixture, Includes Cast Iron Waste Pipe And Vent And Copper Domestic Supply, Excludes Fixture Or Faucet				\$579.01
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	502.66 x	1.1519 =	\$579.01	

Contractors Note: Remove and replace under slab plumbing as needed for floor drain replacement.

75	22 13 16 00-0804	EA	4" Floor Drain With Stainless Steel Strainer, High Silicon Cast Iron Fitting, No Hub				\$1,444.37
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	1,141.68 x	1.1519 =	\$1,315.10	

Contractors Note: Remove and replace floor drain.

76	22 13 16 00-0804	EA	4" Floor Drain With Stainless Steel Strainer, High Silicon Cast Iron Fitting, No Hub				\$7,429.63
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	23.00 x	168.21 x	1.1519 =	\$4,456.51	

Contractors Note: Remove and replace floor drain grates. (22) existing floor drain tops to be replace.

**Subtotal for Plumbing - Womens:** \$12,235.52

Proposal Review Detail - Category Continued..

Date: May 11, 2018

Job Order #: 056415.00

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations

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**Proposal Total** \$231,334.26

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals

The Percent of NPP on this Proposal: 17.89%



Job Order Contract  
**Detailed Scope of Work**

Job Order Number: 056415.01

Date: May 15, 2018

Job Order Name: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supp

Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC

Location: 517 - 15430 West Ave Orland Park, IL 60462  
15430 West Ave  
Orland Park, IL 60462

**Detailed Scope of Work**

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

**Brief Scope of Work:**

**Detailed Scope of Work:**

**Orland Park Fitness Center Supplemental Work**

**Family Changing Rooms**

- Demo and remove existing carpeting, vinyl base, and ceramic floor tile.
- Supply and install new Milliken Carpet Tile, Vinyl base, and ceramic tile. Ceramic scope of work same as locker room areas.
- Remove and replace floor drain covers as needed.
- Remove and reinstall shower partitions as needed.
- Disposal of all debris.

**Womens and Mens Locker Areas**

- Remove existing carpet and vinyl base
- Remove glue and prep floor as needed.
- Feather coat all areas to receive new carpeting and Chilewhich tile.
- Supply and install Chilewich tile in main walkway areas per drawings.
- Supply and install Milliken Carpet tiles per drawings.
- Disposal of debris.

**Job Order Contract****Proposal Review Summary - Category**

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<b>Date:</b>	May 15, 2018
<b>Job Order #:</b>	056415.01
<b>Title:</b>	Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental
<b>Contractor:</b>	11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
<b>Proposal Value:</b>	\$102,070.24
<b>Proposal Name:</b>	Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental
<b>Proposal Submitted:</b>	05/15/2018

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<b>Milliken and Chilewhich - Mens Locker Room:</b>	\$31,268.27
<b>Milliken and Chilewhich - Womens Locker Room:</b>	\$25,830.04
<b>Womens Lounge and Family Changing Areas:</b>	\$44,971.93
<b>Proposal Total</b>	<b>\$102,070.24</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 35.66%

## Job Order Contract

## Proposal Review Detail - Category

Date: May 15, 2018  
 Job Order #: 056415.01  
 Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental  
 Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC  
 Proposal Value: \$102,070.24  
 Proposal Name: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental  
 Proposal Submitted: 05/15/2018

Rec#	CSI Number	Mod.	UOM	Description				Line Total
<b>Milliken and Chilewich - Mens Locker Room</b>								
1	01 74 19 00-0013	EA		20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.				\$440.26
				Quantity	Unit Price	Factor		
			Installation	1.00 x	382.20 x	1.1519 =		\$440.26
Contractors Note: Disposal of debris.								
2	02 41 16 13-0003	GSF		Commercial Building Interior <2000 SF (186 M2). Gutting And Disposal Into Dumpster Or Truck				\$5,179.52
				Quantity	Unit Price	Factor		
			Installation	529.00 x	8.50 x	1.1519 =		\$5,179.52
Contractors Note: Demo and remove existing floor tile, thin-set, and wall base in drywall areas. Quantity is 25% of floor space to account for no ceiling or wall demo taking place.								
3	03 31 13 00-0087	CY		250' (77 m) Haul, Non-Motorized, Concrete Buggy				\$655.42
				Quantity	Unit Price	Factor		
			Installation	17.00 x	33.47 x	1.1519 =		\$655.42
Contractors Note: Buggy utilized to haul floor, flooring materials and equipment to and from each location throughout building each day.								
4	03 54 00 00-0002	SF		1/8" Thick Self Leveling Underlayment For Concrete Floors Including Surface Preparation				\$3,873.67
				Quantity	Unit Price	Factor		
			Installation	2,115.00 x	1.59 x	1.1519 =		\$3,873.67
Contractors Note: Feather coat floor prior to install.								
5	09 00 00 00-0010	SY		Milliken Carpet Tile & Adhesive				\$7,441.88
				Quantity	Unit Price	Factor		
			NPP Task	175.00 x	40.50 x	1.0500 =		
Contractors Note: Supply Milliken Carpet tile and adhesive for locker areas per plan.								
6	09 00 00 00-0011	SF		Chilewich Tiles, Adhesives, and Primer				\$7,111.13
				Quantity	Unit Price	Factor		
			NPP Task	830.00 x	10.76 x	1.0500 =		
Contractors Note: Supply Chilewich tiles, adhesive, and primer for main walkway areas per plan.								
7	09 65 19 00-0012	LF		4" High 1/8" Vinyl Plastic Base, All Colors				\$1,447.52
				Quantity	Unit Price	Factor		
			Installation	476.00 x	2.64 x	1.1519 =		\$1,447.52
Contractors Note: Furnish and install 4" vinyl cover base at walls adjacent to new carpet.								
8	09 68 13 00-0017	SY		20 Ounce, Patterned, Nylon Carpet Tile				\$3,538.00
				Quantity	Unit Price	Factor		
			Excluded Material	235.00 x	13.07 x	1.1519 =		
Contractors Note: Labor to install new carpet tiles and chilewich flooring. Line item is labor only. material costs are in NPP items.								

Proposal Review Detail - Category Continued..

Date: May 15, 2018

Job Order #: 056415.01

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Milliken and Chilewich - Mens Locker Room</b>					
9	09 68 18 00-0049	SY		Chemical Prepare Existing Concrete Floor Prior To Installation Of Carpet	\$1,580.87
				Quantity      Unit Price      Factor	
		Installation	235.00	x      5.84      x      1.1519 =	\$1,580.87
Contractors Note: Remove glue from floor.					
<b>Subtotal for Milliken and Chilewich - Mens Locker Room</b> \$31,268.27					
<b>Milliken and Chilewich - Womens Locker Room</b>					
10	01 74 19 00-0013	EA		20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$440.26
				Quantity      Unit Price      Factor	
		Installation	1.00	x      382.20      x      1.1519 =	\$440.26
Contractors Note: Disposal of debris.					
11	02 41 18 13-0003	GSF		Commercial Building Interior <2000 SF (185 M2), Gutting And Disposal Into Dumpster Or Truck	\$4,190.61
				Quantity      Unit Price      Factor	
		Installation	428.00	x      8.50      x      1.1519 =	\$4,190.61
Contractors Note: Demo and remove existing floor tile, thin-set, and wall base in drywall areas. Quantity is 25% of floor space to account for no ceiling or wall demo taking place.					
12	03 31 13 00-0087	CY		250' (77 m) Haul, Non-Motorized, Concrete Buggy	\$578.31
				Quantity      Unit Price      Factor	
		Installation	15.00	x      33.47      x      1.1519 =	\$578.31
Contractors Note: Buggy utilized to haul floor, flooring materials and equipment to and from each location throughout building each day.					
13	03 54 00 00-0002	SF		1/8" Thick Self Leveling Underlayment For Concrete Floors Including Surface Preparation	\$3,131.90
				Quantity      Unit Price      Factor	
		Installation	1,710.00	x      1.59      x      1.1519 =	\$3,131.90
Contractors Note: Feather coat flooring prior to install					
14	09 00 00 00-0010	SY		Milliken Carpet Tile & Adhesive	\$5,953.50
		NPP Task		Quantity      Unit Price      Factor	
		Installation	140.00	x      40.50      x      1.0500 =	\$5,953.50
Contractors Note: Supply new Milliken Carpet tile and adhesive. Material cost only.					
15	09 00 00 00-0011	SF		Chilewich Tiles, Adhesive, and Primer	\$6,095.25
		NPP Task		Quantity      Unit Price      Factor	
		Installation	540.00	x      10.75      x      1.0500 =	\$6,095.25
Contractors Note: Supply new Chilewich tile, adhesive, and primer. Material cost only.					
16	09 65 19 00-0012	LF		4" High 1/8" Vinyl Plastic Base, All Colors	\$1,301.55
				Quantity      Unit Price      Factor	
		Installation	428.00	x      2.64      x      1.1519 =	\$1,301.55
Contractors Note: Furnish and install 4" vinyl cover base at walls adjacent to new carpet.					
17	09 68 13 00-0017	SY		20 Ounce, Patterned, Nylon Carpet Tile	\$2,860.51
		Excludes Material		Quantity      Unit Price      Factor	
		Installation	190.00	x      13.07      x      1.1519 =	\$2,860.51
Contractors Note: Labor to remove and install new carpet and chilewich tile. Line item is labor only					

Proposal Review Detail - Category Continued..

Date: May 15, 2018

Job Order #: 056415.01

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Milliken and Chilewhich - Womens Locker Room</b>					
18	09 68 16 00-0049	SY		Chemical Prepare Existing Concrete Floor Prior To Installation Of Carpet	\$1,278.15
				Quantity      Unit Price      Factor      Total	
		Installation	190.00      x      5.84      x      1.1519 =	\$1,278.15	
Contractors Note: Remove glue from floor.					
<b>Subtotal for Milliken and Chilewhich - Womens Locker R</b>					
<b>Womens Lounge and Family Changing Areas</b>					
19	01 74 13 00-0003	CY		Collect Existing Debris And Load Into Truck Or Dumpster Note. Per CY of debris removed	\$452.01
				Quantity      Unit Price      Factor      Total	
		Installation	20.00      x      19.82      x      1.1519 =	\$452.01	
Contractors Note: Collect demo debris and load into buggy carts.					
20	01 74 19 00-0013	EA		20 CY Dumpster (3 Ton) "Construction Debris" Note. Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$440.26
				Quantity      Unit Price      Factor      Total	
		Installation	1.00      x      382.20      x      1.1519 =	\$440.26	
Contractors Note: Dumpsters on site for debris disposal.					
21	02 41 16 13-0003	GSF		Commercial Building (Interior <2000 SF (186 M2), Gutting And Disposal Into Dumpster Or Truck	\$5,130.56
				Quantity      Unit Price      Factor      Total	
		Installation	524.00      x      8.50      x      1.1519 =	\$5,130.56	
Contractors Note: Demo and remove existing floor tile, thin-set, and wall base in drywall areas. Quantity is 50% of floor space to account for no ceiling or wall demo taking place					
22	02 83 00 00-0161	SF		HEPA Vacuum And Wet Clean Contaminated Area With Mild Detergent	\$129.88
				Quantity      Unit Price      Factor      Total	
		Installation	451.00      x      0.25      x      1.1519 =	\$129.88	
Contractors Note: Hepa filter equipment on site during demo to meet OSHA silica exposure regulations.					
23	03 01 30 71-0020	SF		Epoxy Repair Cracks And Seals On Concrete, Includes Removal Of Concrete To 1/2" Depth, Surface Preparation And Cleaning, Repair Of Surface, Grout And Finish	\$5,002.15
				Quantity      Unit Price      Factor      Total	
		Installation	91.00      x      47.72      x      1.1519 =	\$5,002.15	
Contractors Note: Patch and repair concrete subfloor/mortar bed as needed after demo. 20% of overall area figured.					
24	03 31 13 00-0087	CY		250' (77 m) Haul, Non-Motorized, Concrete Buggy	\$771.08
				Quantity      Unit Price      Factor      Total	
		Installation	20.00      x      33.47      x      1.1519 =	\$771.08	
Contractors Note: Buggy utilized to haul floor, flooring materials and equipment to and from each location throughout building each day.					
25	03 54 00 00-0002	SF		1/8" Thick Self Leveling Underlayment For Concrete Floors Including Surface Preparation	\$1,093.42
				Quantity      Unit Price      Factor      Total	
		Installation	597.00      x      1.59      x      1.1519 =	\$1,093.42	
Contractors Note: Feather coat floor prior to carpet installation.					

Proposal Review Detail - Category Continued..

Date: May 15, 2018

Job Order #: 056415.01

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Womens Lounge and Family Changing Areas</b>					
26	03 54 00 00-0003		SF	1/4" Thick Self Leveling Underlayment For Concrete Floors Including Surface Preparation	\$1,205.28
				Quantity      Unit Price      Factor	
			Installation	451.00      x      2.32      x      1.1519      =	\$1,205.26
Contractors Note: Feather coat floor prior to tile installation.					
27	07 65 19 00-0018		LF	80 Mil Neoprene Flashing, 18" Wide Strip	\$915.59
				Quantity      Unit Price      Factor	
			Installation	105.00      x      7.57      x      1.1519      =	\$915.59
Contractors Note: Water proofing membrane at base of walls in wet areas.					
28	07 92 00 00-0002		CLF	1/4" x 1/4" Joint, Silicone Sealant And Caulking	\$314.31
				Quantity      Unit Price      Factor	
			Installation	1.00      x      272.86      x      1.1519      =	\$314.31
Contractors Note: Caulk top edge of new cove base tile.					
29	07 92 00 00-0002	0204	CLF	For 1 Part Mildew Resistant, Add	\$13.09
				Quantity      Unit Price      Factor	
			Installation	1.00      x      11.38      x      1.1519      =	\$13.09
Contractors Note:					
30	09 00 00 00-0010		SY	Milliken Carpet Tile & Adhesive	\$3,061.80
				Quantity      Unit Price      Factor	
			NPP Task	72.00      x      40.50      x      1.0500      =	\$3,061.80
Contractors Note: Supply Milliken Carpet tiles and adhesive. Material cost only.					
31	09 01 20 00-0016		SF	Cut And Patch Hole To Match Existing, > 100 SF To 250 SF	\$2,014.85
				Quantity      Unit Price      Factor	
			Installation	169.00      x      10.35      x      1.1519      =	\$2,014.85
Contractors Note: Cut and patch base of drywall walls after demo.					
32	09 01 60 00-0003		SF	Remove Setting Bed And Clean Area	\$1,885.81
				Quantity      Unit Price      Factor	
			Installation	451.00      x      3.63      x      1.1519      =	\$1,885.81
Contractors Note: Scrape and clean floor after demo and prepare for floor prep and new tile installation.					
33	09 28 13 00-0003		SF	1/2" Cementitious Backer Units For Installation On Floors	\$687.19
				Quantity      Unit Price      Factor	
			Installation	169.00      x      3.53      x      1.1519      =	\$687.19
Contractors Note: Install durock at base of walls prior to new tile base installation.					
34	09 28 13 00-0003	0058	SF	For Quantities > 50 To 250, Add	\$93.44
				Quantity      Unit Price      Factor	
			Installation	169.00      x      0.48      x      1.1519      =	\$93.44
Contractors Note:					
35	09 28 13 00-0003	0062	SF	For Installation On Wall, Add	\$93.44
				Quantity      Unit Price      Factor	
			Installation	169.00      x      0.48      x      1.1519      =	\$93.44
Contractors Note:					

Proposal Review Detail - Category Continued..

Date: May 15, 2018

Job Order #: 056415.01

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental

Rec#	CSI Number	Mod.	UOM	Description				Line Total
<b>Womens Lounge and Family Changing Areas</b>								
36	09 30 00 00-0001	SF	DALTILE 2x2 Porcelain Tile - Portfolio Ash Grey PF05					\$3,608.33
		NPP Task		Quantity	Unit Price	Factor		Total
		Installation	474.00	x	7.25	x	1.0500 =	\$3,608.33
Contractors Note: Supply specified DALTILE Porcelain floor tile per project drawings including waste and attic stock. Line item is material only.								
37	09 30 00 00-0002	LF	DALTILE 6x12 Porcelain Tile Cove Base - Portfolio Ash Grey PF05					\$3,125.85
		NPP Task		Quantity	Unit Price	Factor		Total
		Installation	229.00	x	13.00	x	1.0500 =	\$3,125.85
Contractors Note: Supply specified DALTILE Porcelain cove base per project drawings including waste and attic stock. Line item is material only.								
38	09 30 13 00-0001	SF	Mounted Floor Tile, Less Than 8"x8" Note: Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12"x12", 12"x24", or similar sized sheets.					\$2,280.64
		Excludes Material		Quantity	Unit Price	Factor		Total
		Installation	451.00	x	4.39	x	1.1519 =	\$2,280.64
Contractors Note: Install floor tile. line item is labor only. Material cost is in NPP item.								
39	09 30 13 00-0001	0087	SF For Chemical Resistant Epoxy Grout, Add					\$96.21
				Quantity	Unit Price	Factor		Total
			Installation	87.00	x	0.96	x	1.1519 = \$96.21
Contractors Note:								
40	09 30 13 00-0009	LF	Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim					\$2,052.41
		Excludes Material		Quantity	Unit Price	Factor		Total
		Installation	232.00	x	7.68	x	1.1519 =	\$2,052.41
Contractors Note: Installation of cove base installed over existing wall tile in wet areas, and over drywall walls in non wet areas. Line item is labor only.								
41	09 30 13 00-0009	0078	LF For Chemical Resistant Epoxy Grout, Add					\$135.29
				Quantity	Unit Price	Factor		Total
			Installation	87.00	x	1.35	x	1.1519 = \$135.29
Contractors Note:								
42	09 31 00 00-0001	SF	Thin-Set - Latex Portland Cement Mortar					\$659.77
				Quantity	Unit Price	Factor		Total
			Installation	451.00	x	1.27	x	1.1519 = \$659.77
Contractors Note: Thin-set setting of new tile.								
43	09 31 00 00-0001	0058	SF For Quantities > 1000, Deduct					\$0.00
				Quantity	Unit Price	Factor		Total
			Installation	0.00	x	-0.11	x	1.1519 = \$0.00
Contractors Note:								
44	09 85 13 33-0005	SF	Remove Glue From Concrete Floor Note: For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.					\$595.28
				Quantity	Unit Price	Factor		Total
			Installation	594.00	x	0.87	x	1.1519 = \$595.28
Contractors Note: Remove glue from floor after carpet demo.								

Proposal Review Detail - Category Continued..

Date: May 15, 2018

Job Order #: 056415.01

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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**Womens Lounge and Family Changing Areas**

45	09 65 19 00-0012	LF	4" High 1/8" Vinyl Plastic Base, All Colors				\$532.18
			Quantity	Unit Price	Factor	Total	
		Installation	175.00 x	2.84 x	1.1519 =	\$532.18	

Contractors Note: Furnish and install 4" vinyl cover base at walls adjacent to new carpet.

46	09 65 19 00-0015	LF	Vinyl Transition Strip, Brown Or Black				\$28.95
			Quantity	Unit Price	Factor	Total	
		Installation	15.00 x	1.58 x	1.1519 =	\$28.95	

Contractors Note: Transitions between tile and carpet areas.

47	09 65 19 00-0015	0180	LF	For Quantities Up To 20, Add				\$10.02
				Quantity	Unit Price	Factor	Total	
		Installation	15.00 x	0.58 x	1.1519 =	\$10.02		

Contractors Note:

48	09 68 16 00-0057	SY	Installation Of Carpet Only. 25 To 34 Oz. Includes Adhesive For Glue-down Or Tack Strip For Padded Installations				\$1,038.51
			Quantity	Unit Price	Factor	Total	
		Installation	86.00 x	13.86 x	1.1519 =	\$1,038.51	

Contractors Note: Apply adhesive to prepped flooring for carpet.

49	09 91 23 00-0062	SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work				\$872.13
			Quantity	Unit Price	Factor	Total	
		Installation	1,352.00 x	0.58 x	1.1519 =	\$872.13	

Contractors Note: Prime walls at base repair areas.

50	09 91 23 00-0064	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work				\$1,806.55
			Quantity	Unit Price	Factor	Total	
		Installation	1,352.00 x	1.16 x	1.1519 =	\$1,806.55	

Contractors Note: Paint walls at base repair areas.

51	09 91 43 00-0004	SF	Chemical Clean, Brush And Wash Concrete Or Masonry				\$524.70
			Quantity	Unit Price	Factor	Total	
		Installation	451.00 x	1.01 x	1.1519 =	\$524.70	

Contractors Note: Return after grout has fully cured and clean tile.

52	10 21 16 00-0013	EA	57" Wide, Solid Phenolic Core Laminated Plastic, Shower Divider With Headrail And Curtain Track				\$1,718.75
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	487.35 x	1.1519 =	\$1,145.79	

Contractors Note: Remove, salvage, and reinstall shower partitions.

53	22 13 16 00-0804	EA	4" Floor Drain With Stainless Steel Strainer, High Silicon Cast Iron Fitting, No Hub				\$2,584.22
		Excludes Material	Quantity	Unit Price	Factor	Total	
		Installation	8.00 x	188.21 x	1.1519 =	\$1,550.09	

Contractors Note: Install new covers for existing (7) floor drains.

Subtotal for Womens Lounge and Family Changing Areas						\$44,971.93
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Proposal Review Detail - Category Continued..

Date: May 15, 2018

Job Order #: 056415.01

Title: Village of Orland Park - Health & Fitness Center Locker Room Renovations Supplemental

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Proposal Total \$102,070.24

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 35.66%





ORLAND PARK  
CERTIFICATE OF COMPLIANCE

The undersigned Anthony Izzi, as Authorized Agent/Vice President  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, certifies that:  
(Enter Name of Business Organization)

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No

Federal Employer I.D.#: 36-4518443  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

Sole Proprietor  
 Independent Contractor (Individual)  
 Partnership  
 LLC  
 Corporation  
(State of Incorporation)      (Date of Incorporation)

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes  No**

The Proposer is eligible to enter into public contracts, and 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.

**3) SEXUAL HARASSMENT POLICY: Yes  No**

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes  No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) PREVAILING WAGE COMPLIANCE: Yes  No

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Contractor further stipulates and certifies that 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.

**6) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes  No**

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Signatory to Carpenters, Laborers & Operating Engineers

Brief Description of Program: See Attached Current Certs

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**7) TAX CERTIFICATION: Yes  No**

Contractor is current 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.

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP  
APPRENTICESHIP CERTIFICATION**

F.H. Paschen, S.N. Nielsen & Assoc. LLC  
5515 N. East River Road  
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL017650001 - CHICAGO REGIONAL COUNCIL OF CARPENTERS APPR & TRG** :

**CHICAGO REGIONAL COUNCIL OF CARPENTERS APPR & TRG**  
1256 ESTES AVENUE  
ELK GROVE VILLAGE , IL 60007

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL16N069115	*****4658	JOHNSON, ERIC L.	CARPENTER (0067 V1) Hybrid	7/6/2016		
IL14N060137	*****1962	RODRIGUEZ, ROSA P.	CARPENTER (0067 V1) Hybrid	8/29/2014		
IL15N062119	*****5975	SMITH, OMAR K.	FORM BUILDER (Const) (0206 V1) Hybrid	3/20/2015		



Certified by the U.S. Department of Labor

Date Issued: 5/4/2018

\*\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\*\*

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP  
APPRENTICESHIP CERTIFICATION**

F.H. PASCHEN  
5515 NORTH EAST RIVER ROAD  
CHICAGO , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL012020003 - OPERATING ENGINEERS LOCAL #150:**

**OPERATING ENGINEERS LOCAL #150  
19800 W. SOUTH ARSENAL ROAD  
WILMINGTON , IL 60481**

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL14N059867	*****9530	LACEY, JOHN	OPERATING ENGINEER (0365 V1) Hybrid	6/2/2014		



Certified by the U.S. Department of Labor

Date Issued: 5/4/2018

\*\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\*\*

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP  
APPRENTICESHIP CERTIFICATION**

F. H. Paschen  
5515 N. East River Road  
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program IL017990001 - Chicagoland Laborers:

Chicagoland Laborers  
1200 OLD GARY AVE.  
CAROL STREAM , IL 60188

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL2018002437	*****7368	Simmons, Chelsey	CONSTRUCTION CRAFT LABORER (0661 VI) Time-Based	5/2/2018		



Certified by the U.S. Department of Labor

Date Issued: 5/14/2018

\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\*

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP  
APPRENTICESHIP CERTIFICATION**

F. H. Paschen  
5515 N. East River Road  
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL017990001 - Chicagoland Laborers**:

**Chicagoland Laborers  
1200 OLD GARY AVE.  
CAROL STREAM , IL 60188**

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL2018002663		Young, Ashley	CONSTRUCTION CRAFT LABORER (0661 VI) Time-Based	5/11/2018		



**Certified by the U.S. Department of Labor**

**Date Issued: 6/5/2018**

**\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\***

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP  
APPRENTICESHIP CERTIFICATION**

F.H. Paschen  
5515 N. East River Road  
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL017990001 - Chicagoland Laborers**

Chicagoland Laborers  
1200 OLD GARY AVE.  
CAROL STREAM , IL 60188

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL2018000399	*****4368	Michael Reed Jr	CONSTRUCTION CRAFT LABORER	11/15/2017		



**Certified by the U.S. Department of Labor**

**Date Issued: 3/12/2018**

**\*\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\*\***

8) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

  
\_\_\_\_\_  
Signature of Authorized Officer

Anthony Izzi

\_\_\_\_\_  
Name of Authorized Officer

\_\_\_\_\_  
Authorized Agent/Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
June 5, 2018

\_\_\_\_\_  
Date



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C No. Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL</b> <b>ADDRESS:</b>	
<b>INSURED</b> F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Biski 5515 N. East River Road Chicago, IL 60656	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : American Zurich Insurance Company	40142
	INSURER C : American Guarantee and Liability Insurance Company	26247
	INSURER D : Indian Harbor Insurance Company	36940
	INSURER E :	
INSURER F :		

## COVERAGES

**CERTIFICATE NUMBER:**

СВІ-009002203-01

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REVISION NUMBER: 1

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER			GLO 5833476-05	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPO/OP AGG	\$ 2,000,000
								\$
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5833474-05	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  OED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SXS 0222911-01	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 2,000,000
								\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 5833475-05 (AOS) WC 5833477-05 (WI)	10/01/2017 10/01/2017	10/01/2018 10/01/2018	X <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
D	Professional / Pollution Liability			CEO7420104-04 SIR: \$250,000	10/01/2017	10/01/2018	Each Act	5,000,000
							Aggregate	5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Job: 1550-308: Orland Park Health and Fitness Center Locker Room Renovations

Village of Orland Park and their respective officers, trustees, directors, employees and agents is/are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. Excess Liability is follow form of primary subject to policy terms, conditions and exclusions. XCU-Explosion, Collapse, Underground is included on the General Liability policy.

**CERTIFICATE HOLDER**

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**  
of March USA Inc.

Manashi Mukherjee

Marsaki Mukerjee



AGENCY CUSTOMER ID: 057572

LOC #: Chicago

## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Biski 5515 N. East River Road Chicago, IL 60656
POLICY NUMBER		
CARRIER	NAIC CODE	

EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella Liability  
Insurer: XL Specialty Insurance Company  
Policy Number: US00078565U17A  
Policy Period: 10/01/2017 - 10/01/2018  
Each Occurrence: \$25,000,000  
Aggregate: \$25,000,000  
SIR: \$10,000

First Layer Excess Liability  
Insurer: Endurance American Insurance Company  
Policy Number: EXC10004227004  
Policy Period: 10/01/2017 - 10/01/2018  
Each Occurrence: \$25,000,000  
Aggregate: \$25,000,000

# AIA® Document A312™ - 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

F.H. Paschen, S.N. Nielsen & Associates LLC  
5515 N. East River Road  
Chicago, Illinois 60656

**OWNER:**

(Name, legal status and address)

Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, Illinois 60462

**CONSTRUCTION CONTRACT**

Date: June 4, 2018

Amount: Three Hundred Thirty Three Thousand Four Hundred Four  
& 50/100----Dollars (\$333,404.50)

**Description:**

(Name and location)

Orland Park Health & Fitness Center  
Locker Room Renovations

**BOND**

Date: June 4, 2018

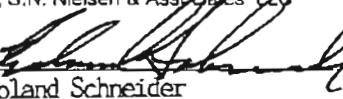
(Not earlier than Construction Contract Date)

Amount: Three Hundred Thirty Three Thousand Four Hundred Four  
& 50/100----Dollars (\$333,404.50)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

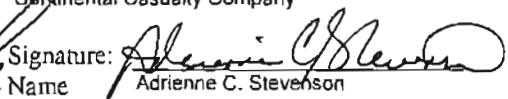
Company: *(Corporate Seal)*  
F.H. Paschen, S.N. Nielsen & Associates LLC

Signature:   
Name Roland Schneider  
and Title: Authorized Agent

(Any additional signatures appear on the last page of this Performance Bond.)

**SURETY**

Company: *(Corporate Seal)*  
Continental Casualty Company

Signature:   
Name Adrienne C. Stevenson  
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

Marsh USA Inc.  
540 W. Madison St.  
Suite 1200  
Chicago, IL 60661  
312.627.6000

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal) Company:

(Corporate Seal)

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

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

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA® Document A312™ - 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)  
F.H. Paschen, S.N. Nielsen & Associates LLC  
5515 N. East River Road  
Chicago, Illinois 60656

**OWNER:**

(Name, legal status and address)  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, Illinois 60462

**CONSTRUCTION CONTRACT**

Date: June 4, 2018

Amount: Three Hundred Thirty Three Thousand Four Hundred Four  
& 50/100——Dollars (\$333,404.50)

Description:  
(Name and location)

Orland Park Health & Fitness Center  
Locker Room Renovations

**BOND**

Date: June 4, 2018

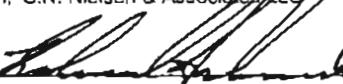
(Not earlier than Construction Contract Date)

Amount: Three Hundred Thirty Three Thousand Four Hundred Four  
& 50/100——Dollars (\$333,404.50)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

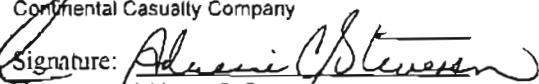
Company: *(Corporate Seal)*  
F.H. Paschen, S.N. Nielsen & Associates LLC

Signature:   
Name Roland Schneider  
and Title: Authorized Agent

(Any additional signatures appear on the last page of this Payment Bond.)

**SURETY**

Company: *(Corporate Seal)*  
Continental Casualty Company

Signature:   
Name Adrienne C. Stevenson  
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:  
Marsh USA Inc.  
540 W. Madison St.  
Suite 1200  
Chicago, IL 60661  
312.627.6000

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

#### § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company:

**SURETY**

(Corporate Seal)

Company:

(Corporate Seal)

Signature:  
Name and Title:  
Address

Signature:  
Name and Title:  
Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

State of IL  
County of DuPage } ss:

On June 13, 2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

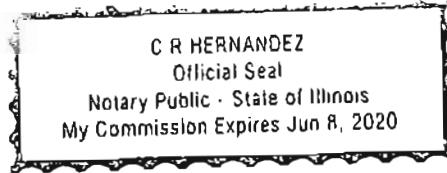
Adrienne C. Stevenson

known to me to be Attorney-in-Fact of Continental Casualty Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 6/8/2020

*C R Hernandez*  
C. R. Hernandez Notary Public



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C. Stevenson, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

Surety Bond Number: 30042623

Principal: F.H. Paschen, S.N. Nielsen & Associates LLC

Obligee: Village of Orland Park

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.

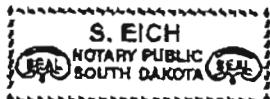


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Brufat  
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Brufat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich

Notary Public

## CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 13th day of June, 2018.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Bult

Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995.

**RESOLVED** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective "

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature, and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"). Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**RESOLVED** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective "

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature, and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"): Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective "

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature, and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"): Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company "