

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

www.orland-park.il.us



VILLAGE HALL

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

September 12, 2012

Mr. Jerry Shaw
South Water Signs, LLC
934 North Church Road
Elmhurst, Illinois 60126

RE: *NOTICE TO PROCEED*
Mobil Gas Station Sign Restoration

Dear Mr. Shaw:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of September 11, 2012.

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

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

For your records, I have enclosed one (1) original executed contract dated September 5, 2012 in an amount not to exceed Twenty One Thousand Five Hundred and No/100 (\$21,500.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

CC: Rich Rittenbacher

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
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VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
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Patricia A. Gira
Carole Griffin Ruzich

September 6, 2012

Mr. Jerry Shaw
South Water Signs, LLC
934 North Church Road
Elmhurst, Illinois 60126

NOTICE OF AWARD – MOBIL GAS STATION SIGN RESTORATION

Dear Mr. Shaw:

This notification is to inform you that on September 4, 2012, the Village of Orland Park Board of Trustees approved awarding South Water Signs, LLC the contract in accordance with the proposal you submitted dated July 31, 2012, for Mobil Gas Station Sign Restoration for an amount not to exceed Twenty One Thousand Five Hundred and No/100 (\$21,500.00) Dollars.

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 September 20, 2012.

1. Enclosed is the Contract for Mobil Gas Station Sign Restoration. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to 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.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements 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 dromalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Rich Rittenbacher

VILLAGE OF ORLAND PARK
Mobil Gas Station Sign Restoration
(Contract for Small Construction or Installation Project)

This Contract is made this **5th day of September, 2012** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and South Water Signs, 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
Site Plan dated January 18, 2012 prepared by V3 Companies
Sign Foundation plans (S-1) dated June 5, 2012 prepared by M C Stern Structural Engineering
Signage Details (L.1 and L.2) dated June 5, 2021 prepared by Norris Design
The Proposal submitted by Contractor on July 31, 2012, Revision 1, to the extent it does not conflict with this contract.
All Certifications required by the VILLAGE
Certificates of Insurance

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

Construct two masonry structures, and completely install two existing signs on the masonry structures as shown on the plans

(hereinafter referred to as the “WORK”) as further described in the CONTRACTOR’S Proposal and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

TOTAL: Twenty One Thousand Five Hundred and No/100 (\$21,500.00) Dollars

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by October 31, 2012 (hereinafter referred to as the "CONTRACT TIME.") Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

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

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

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

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended 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, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Jerry Shaw, Chief Operating Officer
South Water Signs, LLC
934 North Church Road
Elmhurst, IL 60126
Telephone: 630-333-4900 x12
Facsimile: 630-333-4915
e-mail: jshaw@southwatersigns.com


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

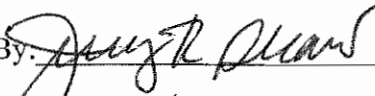
SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

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: Paul G. Grimes
Village Manager
Its: Village Manager
Date: 9/12/12

FOR: THE CONTRACTOR
By: 
Print name: JERRY R. SHAW
Its: CHIEF OPERATING OFFICER
Date: 09-06-12

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

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

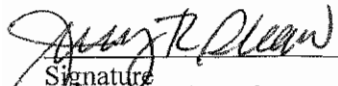
PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 6TH DAY OF SEPTEMBER, 20 12



Signature
JERRY R. SHAW, COO
Printed Name & Title

Authorized to execute agreements for:
SOUTH WATER SIGNS, LLC
Name of Company

**VILLAGE OF ORLAND PARK
CONSTRUCTION CONTRACT
TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the CONTRACT between the Village of Orland Park (the "VILLAGE") and South Water Signs, LLC (the "CONTRACTOR") for Mobil Gas Station Sign Restoration (the "WORK") dated September 5, 2012 (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: <http://www.state.il.us/agency/idol/rates/rates.HTM>. 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. Agreement between the parties
- b. General Conditions to the Agreement
- c. Special Conditions to the Agreement, if any
- d. Accepted Proposal as it conforms to the bid requirements
- e. The Proposal submitted by CONTRACTOR on July 31, 2012, Revision 1, to the extent it does not conflict with this contract
- f. Specifications and Drawings, if any
- g. Addenda, if any
- h. Required Certificates of Insurance
- i. All Certifications required by the VILLAGE
- j. Required Certifications and documents as may be required by other project funding agencies
- k. Performance and Payment Bonds, if required

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 Subcontractors, 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 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnites. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are defined in Exhibit A, 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 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 – not required

~~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.

SOUTH WATER

 SIGNS

934 North Church Road
 Elmhurst, Illinois 60126
 (P) 630-333-4900 / (F) 630-333-4915

Date	7/31/2012
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Quotation Number	80376	<i>Revision -1 / Change Price to Meet Competitive Bid</i>
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Customer Name	Village of Orland Park
Address	15655 Ravinia Avenue
City	Orland Park
State	Illinois
Zip Code	60462
Contact Name	Rich Rittenbacher
Phone Number	708-403-6350
Fax Number	708-403-8798
E-Mail Address	rrittenbacher@orland-park.il.us
Mobile Phone	

Project Name	Mobil Gas Station Project
Address	SWC of 143rd Street and La Grange Road / 14300 La Grange Road
City	Orland Park
State	Illinois
Zip Code	60462
On Site Contact	TBD
Phone Number	TBD
Fax Number	TBD
E-Mail Address	TBD
Mobile Phone	TBD

Line Item	Detail Description of Work to be Performed	Price
	Supply labor and material to perform the following work at the above mentioned job site location:	
1	Receive, inspect and install, MOBIL signs that will be produced by Everbrite Electric Sign Company. Customer will provide sign fabrication details from Everbrite in order to produce the required steel support column configurations for installation on the new foundations and related support units.	
2	Relocate the previously removed and currently on temporary support structure at the existing station.	\$ 21,500.00
3	Supply all labor, equipment and materials to erect the two (2), masonry structures and illustrated in the customer provided plans drawn by V-3, dated 01-18-112, Job No. 0981-VAE, pages L.1, L.2 and S-1 from M C Stern Structural Engineers, dated 05-19-12.	
	<i>"Note" Charge back to station owner for installation of new signage - \$ 1,110.00</i>	

COST FOR THE ABOVE - \$ 21,500.00 customer to supply permits.

Quotation is in force for thirty (30) days from date of issue. The above price does not include permits and secural costs. These costs will be added to the final billing once they have been established.

NON-STANDARD ITEMS NOT COVERED IN NORMAL INSTALLATION QUOTE:

Acceptance of Quotation:

Acceptance of this quotation and issuance of a Purchase Order or Start Work Order will be considered as indication that the scope of work for this project has been interrupted accurately and customer accepts full responsibility for all and any changes made to this quotation. All changes must be made in writing. The customer also accepts all financial responsibility created by such changes.

Adequate Access:

Customer is to provide adequate access to the front and back of the wall surfaces and the sign mounting location in general.

Conditional Sales:

All sales are conditional: Title to merchandise or material supplied by South Water Sign Company, LLC; does not pass until paid in full. Buyer is responsible for all legal costs to quiet delinquent accounts. All delinquent accounts are subject to a 2% monthly service charge on the remaining unpaid balance.

Deposits Required

50% Deposits are required unless credit arrangements have been made at the time of contract approval.

Engineering Conflicts:

Should subsequent structural or professional engineering change to the initial or outlined scope of work; South Water Sign Company, LLC; reserves the right to revise this quotation to reflect changes in this scope caused by additional information or changes by the engineers.

Environmental Issues:

South Water Sign Company, LLC; will notify the customer when excavating a foundation; should any hazardous wastes, garbage or potentially hazardous chemical materials be discovered. It will be the customer's responsibility to assume all of the costs related to the excavation of this foundation and removal of the tainted spoil material by a certified hazardous waste material hauler.

Fabrication Release Dates:

South Water Sign Company, LLC; will release for production approved and confirmed orders only after the proper permits have been secured. **South Water Sign Company, LLC; will proceed with fabrication prior to the issuance of permits; if the customer waives this clause and requests immediate release for production. The customer understands that with this release they assume all financial responsibility for the labor and materials used for the manufacture of these items if the permit is not approved.**

Final Connections to Primary Feeds:

At the time of installation, the sign or signs will be connected to an approved dedicated sign circuit of adequate capacity, if available and within five (5'-0") unobstructed feet of the sign location, provided for by others. Should permanent power not be available at the time of installation, sign installations will be considered complete upon field-testing with a portable power source. Buyer will be responsible at the buyer's expense for an electrical hookup at a future date. This clause does not apply, if final connection to be performed by customers electricians.

Ground Clause:

When installation specifications call for new footings; pricing assumes normal soil conditions. Any required breaking of surface asphalt or overcoming underground obstructions such as rock, marked and unmarked utility lines, frost, sprinkler systems, etc., will be billed as an extra once customer approval has been obtained.

Landscape Restoration:

South Water Sign Company, LLC; will not be responsible for any landscape restoration; unless it is written into the body of this quotation.

Materials:

The above pricing is based on the customer providing all required sign and electrical components to install this project. If the customer does not provide for these materials; they will be back charged on the final invoice.

Permits and Secural:

Not included in this proposal or quotation price are the following: Bonds, permits, inspection fees, engineering costs or the time to secure these items. These costs if any will be added to the final invoicing. It is also agreed that the customer will approve documents and assist in the securing of permitting documents, i.e., Landlord and tenant approvals, site plans, plat of survey and elevation drawings, etc.

Plenum Environment:

Additional charges will be added to the final invoice for materials and additional labor for plenum environments.

Premium or Overtime Work:

Additional charges will be added if work is to be performed at a time other than normal working hours. Normal working hours are: Monday through Friday; 7:00 AM to 3:30 P.M. Any other time will be considered premium time and will be billed at the rate of time and one-half, double time for Sunday and holidays.

Removals:

The above pricing does not include the removal of any existing signage, unless it is clearly noted in the body of the above quotation. Removals can and will be quoted as a separate line item and added to the final invoice.

Staging Required

The above pricing assumes adequate access to the sign mounting location. Should staging be required for this installation; the staging cost will be billed at the rate of cost of the staging plus 20%. A copy of the bill for the staging will be presented with the final invoice.

Underwriters Laboratory Approval:

As of February 7, 2001 the City of Chicago requires that all sign installed within the City limits to carry the UL Label. If this General Listing Number is not on file with South Water Sign Company, LLC; customer signs will be inspected, brought up to UL 48 standards and labeled by South Water Sign Company, LLC; prior to installation. The cost for this inspects, upgrading to standard and labeling will be added to the final invoice as a separate line item.

Wadsworth Disconnect:

Should a Wadsworth type disconnect switch be required by local code and are not supplied by the sign manufacturer. An extra charge of \$ 50.00 will be added to our final invoice for each switch installed. In the case where a multi-pole switch is required, the charge will be \$ 50.00 per pole. City of Chicago (14-36-180,e.).

Wall Surfaces, Penetrations and Obstructions:

Pricing assumes that building walls are adequate to support signs using standard anchoring methods. Any wall reinforcement or other special anchoring will be an extra once customer approval has been obtained. Any obstruction in the wall area that is not in plane sight, which causes additional time to be spent on any part of this installation, will be considered an additional cost. Signage hole penetrations through a wall are assumed to be normal stucco, drivit or soft brick construction. If the installer discovers obstructions, buyer shall be billed for special install labor.

Wall Surface Repairs:

Upon removal of existing signage, any hole penetration created during installation will be patched with silicone caulk only. Painting or repair of wall surfaces will be quoted as a separate line item in the body of this quotation.

SOUTH WATER SIGNS, LLC

Jerry R. Shaw
Chief Operating Officer
(O) 630-333-4900 X 12
(F) 630-333-4915
(CP) 630-386-1670
(EM) jshaw@southwatersigns.com

Customer Acceptance -

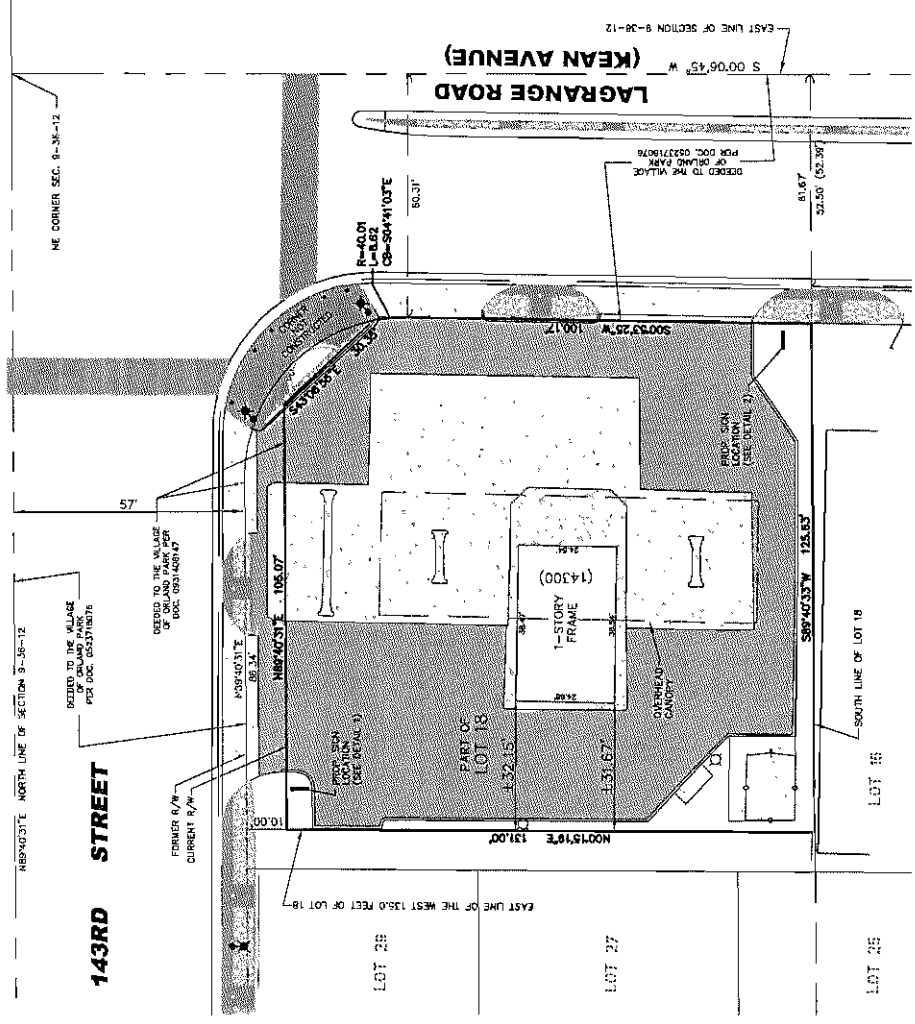


Date

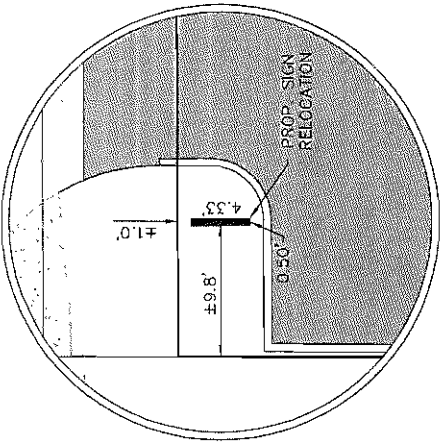
9/12/12

SITE PLAN

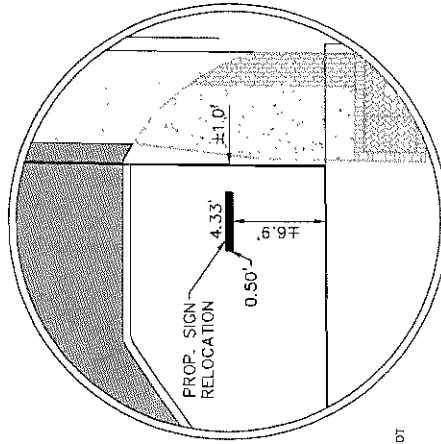
14300 LAGRANGE ROAD ORLAND PARK, ILLINOIS



DETAIL 1
N.T.S.



DETAIL 2
N.T.S.



LEGEND

- PROPERTY LINE
 - EXISTING RIGHT-UP-WAY LINE
 - SECTION LINE
 - EXISTING FENCELINE (#000)
 - CURB
 - DEPRESSED CURB
 - ASPHALT PAVING
 - CONCRETE
 - BRICK PAVERS
 - EXISTING BUILDING
 - STREET LIGHT
 - PEDESTRIAN POLE
- ### ABBREVIATIONS
- N NORTH
 - S SOUTH
 - E EAST
 - W WEST
 - PRK. PROPOSED
 - OVHD. OVERHANG

NOTES

1. FOR BUILDING RESTRICTIONS AS ESTABLISHED BY LOCAL ORDINANCES NOT SHOWN HEREON, CONSULT YOUR LOCAL MUNICIPAL AUTHORITIES.
2. DO NOT SCALE DIMENSIONS FROM THIS PLAN.
3. THIS SITE PLAN WAS PREPARED FOR THE SOLE USE OF THE CLIENT AS STATED HEREON AND IS NON-TRANSFERABLE.
4. CALL JULIE AT 811 FOR FIELD LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING OR CONSTRUCTION.

Engineers Scientists Surveyors	7325 James Avenue, Suite 100 Woodridge, IL 60517 (630) 724-6900 voice (630) 724-0384 fax 14300.com
	Drawn by: J. Cullen Date: 01/18/12 Common Address: 14300 LaGrange Road, Orland Park, IL Client: Ave Maria Gas, Inc. / Village of Orland Park Job No.: 09181-VAE Scale: 1" = 30'

GENERAL NOTES

- ELEVATIONS ARE REFERENCED FROM TOP OF GRADE AT ELEVATION 8'-0".
- WORK SHALL BE TAKEN DURING WORK NOT TO DAMAGE POSITIONS OF THE STRUCTURE THAT ARE NOT TO BE MOVED.
- THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS, ELEVATIONS AND CONDITIONS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
- THE GENERAL CONTRACTOR SHALL PROVIDE SUFFICIENT BRACING AND SHORING DURING WORK TO MAINTAIN THE STRUCTURE IN A SAFE AND STABLE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD. ALL SHORING SHALL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
- CONFORM WITH ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY EXCAVATION.
- REMOVE EXISTING CONCRETE AND REINFORCING STEEL.
- ALL EXCAVATION SHALL BE PROTECTED BY A SHIELDING SYSTEM OF 12" O.D. PIPE OR EQUIVALENT. EXCAVATION SHALL BE FILL WORKED BY A CONTRACTOR LICENSED AT THE TIME OF FILING THIS PERMIT.
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CONCRETE

- ALL CONCRETE FORMWORK, REINFORCING STEEL, AND CONCRETE IN CONTACT SHALL COMPLY WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE AMERICAN CONCRETE INSTITUTE (ACI) LATEST EDITION.
- ALL CONCRETE SHALL HAVE A 28 DAY ULTIMATE COMPRESSIVE STRENGTH OF 3000 PSI AND HAVE A MINIMUM SLUMP OF 4" AT THE TIME OF PLACEMENT.
- PROVIDE THE FOLLOWING CONCRETE CURE FOR REINFORCING STEEL:
 - WET CURING: COVER WITH 2" OF WET GUNSLAKE OR WATER OR SOIL.
 - AL OTHER: COVER WITH 2" OF WET GUNSLAKE OR WATER OR SOIL.
- ALL REINFORCING STEEL SHALL BE NEW RELLÉ DEFORMED BARS CONFORMING TO ASTM A618-36 (OR 60) WITH 180° BENDS AND 90° BENDS. ALL REINFORCING STEEL SHALL BE PROVIDED WITH AN ANTI-CORROSION TREATMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN CONCRETE INSTITUTE (ACI) LATEST EDITION.
- CONCRETE SHALL BE PLACED IN LAYERS NOT EXCEEDING 18" THICK. ALL CONCRETE SHALL BE CONSOLIDATED BY VIBRATION.
- ALL CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS.
- ALL CONCRETE SHALL BE PROTECTED BY A SHIELDING SYSTEM OF 12" O.D. PIPE OR EQUIVALENT. EXCAVATION SHALL BE FILL WORKED BY A CONTRACTOR LICENSED AT THE TIME OF FILING THIS PERMIT.
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STEEL

- ALL STEEL SHALL COMPLY WITH ASTM A36 (OR 36) WITH 180° BENDS AND 90° BENDS.
- ALL STEEL SHALL COMPLY WITH ASTM A500 (OR 50) WITH 180° BENDS AND 90° BENDS.
- ALL STEEL SHALL COMPLY WITH ASTM A575 (OR 57) WITH 180° BENDS AND 90° BENDS.
- ALL STEEL SHALL COMPLY WITH ASTM A588 (OR 58) WITH 180° BENDS AND 90° BENDS.
- ALL STEEL SHALL COMPLY WITH ASTM A590 (OR 59) WITH 180° BENDS AND 90° BENDS.
- ALL STEEL SHALL COMPLY WITH ASTM A595 (OR 59) WITH 180° BENDS AND 90° BENDS.
- ALL STEEL SHALL COMPLY WITH ASTM A598 (OR 59) WITH 180° BENDS AND 90° BENDS.
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WOOD

- ALL WOOD SHALL COMPLY WITH ASTM D2406 (OR 24) WITH 180° BENDS AND 90° BENDS.
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PAINTS AND FINISHES

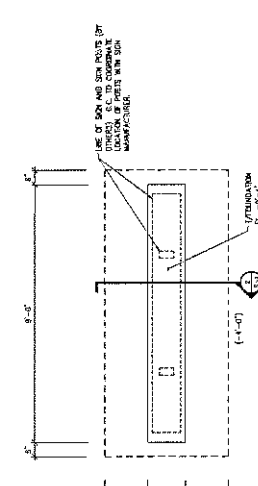
- ALL PAINTS AND FINISHES SHALL COMPLY WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE AMERICAN PAINT AND COATINGS INSTITUTE (APCI) LATEST EDITION.
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QUALITY CONTROL

- ALL MATERIALS SHALL BE PROVIDED WITH A PROPERLY MAINTAINED RECORD OF TEST RESULTS AND CERTIFICATION.
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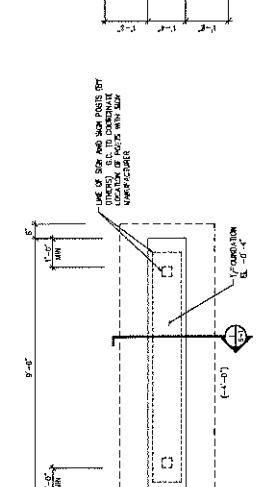
CONSTRUCTION METHODS

- ALL CONSTRUCTION METHODS SHALL COMPLY WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE AMERICAN CONCRETE INSTITUTE (ACI) LATEST EDITION.
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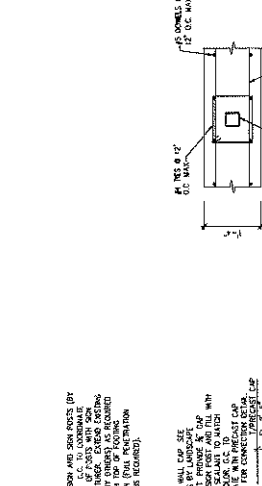
FOUNDATION PLAN SIGN 1

1. FOUNDATION LOCATION AND DIMENSIONS OF SIGN ON SIGN WITH DIMENSIONS BY LANDSCAPE ARCHITECT.
2. SIGN MANUFACTURER SHALL DESIGN SIGN AND POST FOR A MINIMUM WIND LOAD RESISTANCE OF 17.0 PSF.
3. MINIMUM ALLOWABLE NET SIGN BEARING CAPACITY AT 3.000 PSF SHALL BE PROVIDED BY A LICENSED PROFESSIONAL ENGINEER.
4. 1'-0" INDICATES BOTTOM OF FINISH ELEVATION AS SHOWN ON ARCHITECT'S PLAN. ALL DIMENSIONS SHALL BE TAKEN FROM THIS ELEVATION UNLESS OTHERWISE NOTED.

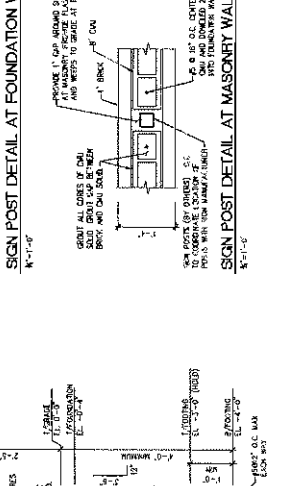


FOUNDATION PLAN SIGN 2

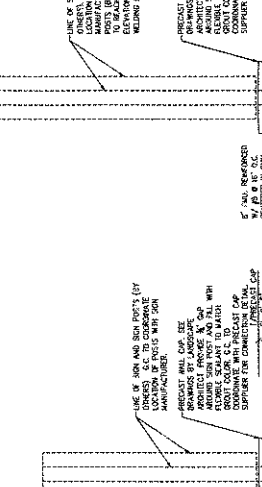
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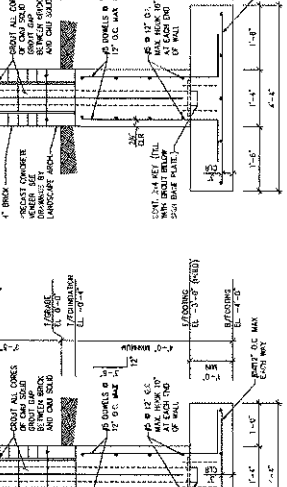
SIGN POST DETAIL AT FOUNDATION WALL



SIGN POST DETAIL AT MASONRY WALL



SECTION 1

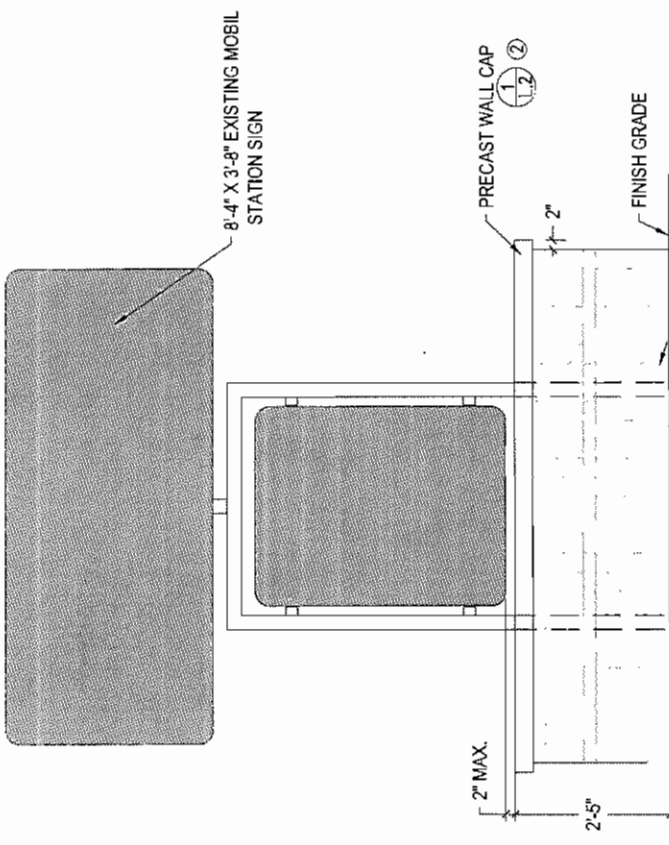


SECTION 2

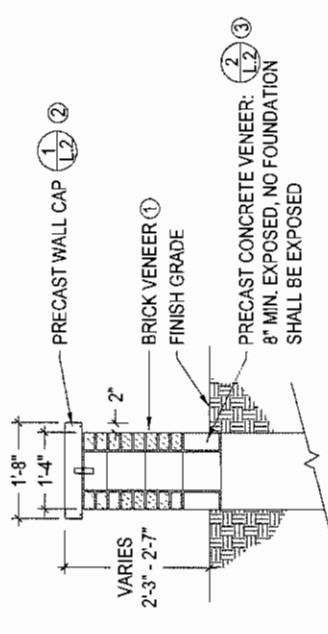
2009 IBC DESIGN LOAD DATA	
WIND LOAD	60 MPH
DEEP WIND SPEED (V)	60 MPH
MIN. WIND SPEED	0
DEEP WIND FREQUENCY	23 FPS (20 FPS-1000)

M C STERN STRUCTURAL ENGINEERING, LTD.	
Professional & Structural Engineering Corp.	
100 E. 10th Street, Suite 1000, Chicago, IL 60601	
SIGN FOUNDATION	
Drawn: S-17-12	Prepared By: JCS
Scale: AS SHOWN	DATE: 08-15-12
DR. AND PARK, IL	

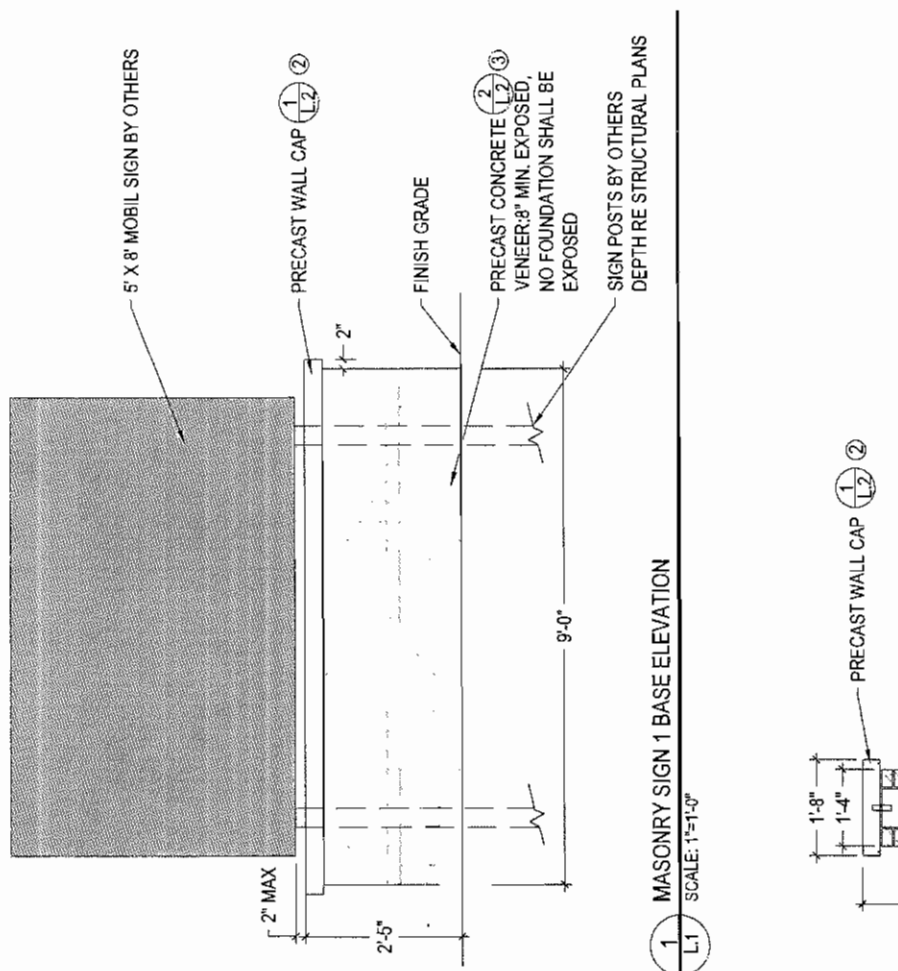
PLANS, DETAILS AND NOTES	
DATE: 08-15-12	REV: 01
DESCRIPTION: FOR SIGN FOUNDATION	
SCALE: AS SHOWN	
DATE: 08-15-12	REV: 01



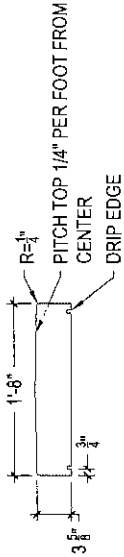
1
 L1
 MASONRY SIGN 1 BASE ELEVATION
 SCALE: 1"=1'-0"



3
 L1
 MASONRY SIGN BASE SECTION
 SCALE: 1"=1'-0"



2
 L1
 MASONRY SIGN 2 BASE ELEVATION
 SCALE: 1"=1'-0"



NOTES:
 1. MITER INSIDE AND OUTSIDE CORNERS

1 PRECAST MONUMENT CAP
 L2 NOT TO SCALE

Materials List

DESCRIPTION	DISTRIBUTOR	CONTACT	ITEM	COLOR
1 SIGN MOUNT WINDOW	Brite Day Product	John Brite PH: 709-422-1000	Aluminum Sign W/400 Clear Epoxy 6x4x4	Brushed Toler Medium
2 PRECAST COLORED CONCRETE CAP	Architectural Cast Stone	Craig Surber P. 630.277.4900 ext. 329	Integrally Colored Light Acid Etched Precast Cast Stone 6x4x4	Color to be identical to the one on LaGrange Rd. Improvement project concrete cap
3 Precast Concrete Veneer	Architectural Cast Stone	Craig Surber P. 630.277.4900 ext. 329	Integrally Colored Light Acid Etched Precast Cast Stone 6x4x4	Color to be identical to the one on LaGrange Rd. Improvement project concrete veneer
4 SIGN BASE MORTAR	Dark Color - Specco Innovative	Specco PH: 630.257.5950	Thin Top Mortar	MC 50

NOTES:
 1. DEPTH OF PRECAST VENEER BLOCK
 SHALL BE THE SAME AS THE BRICK. 3-5/8"
 2. MITER CORNERS

2 PRECAST CONCRETE VENEER
 L2 NOT TO SCALE

MOBIL STATION
 SIGNAGE DETAILS
 NW Corner of 143rd St. and LaGrange Rd.
 Orland Park, IL

Owner:

BUSINESS ORGANIZATION:

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

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

X Corporation: State of Incorporation: ILLINOIS

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

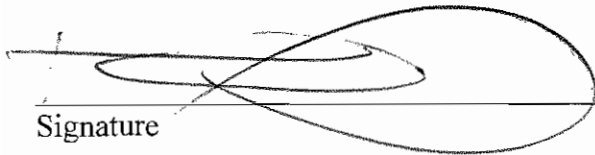
THOMAS R. MERKEL - PRESIDENT

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

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

SOUTH WATER SIGNS, LLC
Business Name

(Corporate Seal)


Signature

THOMAS R. MERKEL
Print or type name

PRESIDENT
Title

09-06-12
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, THOMAS R. MERKEL, being first duly sworn certify and say

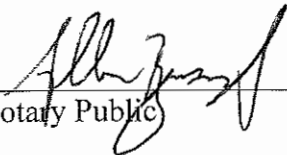
that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

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

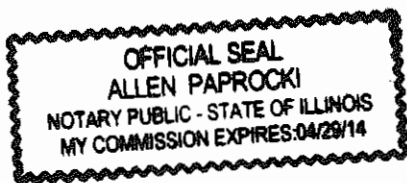


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 6TH Day
of SEPTEMBER, 2012.



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

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

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

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

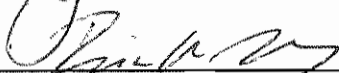
G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

NAME: JERRY R. SHAW

SIGNATURE: 

WITNESS: 

DATE: 09-06-12

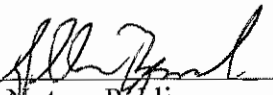
**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

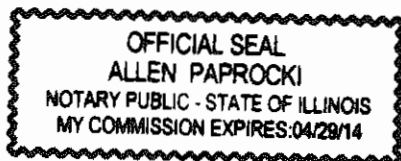
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits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

Contractor:

By: 
(Authorized Officer)

Subscribed and Sworn to
before me this 6th day
of SEPTEMBER, 2012


Notary Public



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

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

SOUTH WATER SIGNS, LLC, having submitted a proposal for:
(Name of Company)

MOBIL GAS STATION SIGN RESTORATION
(PROJECT)

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

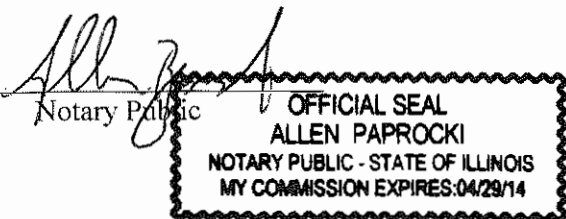
- 1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
- 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
- 3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____ is/are currently participating in a (Name of employee/driver or "all employee drivers") drug and alcohol testing program pursuant to the aforementioned rules.
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; **OR**
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: Jerry R. Shaw 09-06-12
(Officer or Owner of Company named above)

Subscribed and sworn to Before me

this 6th day of SEPTEMBER, 2012



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, JERRY R. SHAW, having been first duly sworn depose and state as follows:

I, JERRY R. SHAW, am the duly authorized agent for SOUTH WATER SERVICES, LLC, which has submitted a bid to the Village of Orland Park for MOBIL RESTORATION PROJECT and I hereby certify

(Name of Project)

that SOUTH WATER SERVICES, LLC
(Name of Company)

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

By: [Signature]

Title: CHIEF OPERATING OFFICER

Subscribed and Sworn to
Before me this 10TH
Day of SEPT, 2012

[Signature]
Notary Public



REFERENCES


(Please type)

ORGANIZATION UNITED AIRLINES
ADDRESS 77 WEST WACKER DRIVE
CITY, STATE, ZIP CHICAGO, ILLINOIS 60607
PHONE NUMBER 312-997-8961
CONTACT PERSON CARRIE RUBAN
DATE OF PROJECT ON GOING

ORGANIZATION H+R BLOCK
ADDRESS ONE H+R BLOCK WAY
CITY, STATE, ZIP KANSAS CITY, MISSOURI 64105
PHONE NUMBER 630-930-3692
CONTACT PERSON BOB FELDMAN
DATE OF PROJECT ON GOING

ORGANIZATION BOSTON MARKET
ADDRESS 14103 DENVER WEST PARKWAY
CITY, STATE, ZIP GOLDEN, COLORADO 80401
PHONE NUMBER 303-216-5161
CONTACT PERSON DIANE MCCLELLAND
DATE OF PROJECT ON GOING

Bidder's Name: SOUTH WATERSIGNS, LLC

Signature & Date:  09-06-12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 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).

PRODUCER Taylor Group Insurance Agency 848 W Eastman Suite 201 Chicago IL 60642	CONTACT NAME: Maribel Espinoza PHONE (A/C No. Ext): (312) 867-1100 E-MAIL ADDRESS: maribel@taylorgia.com	FAX (A/C No.): (773) 409-5033
INSURED SOUTH WATER SIGNS, LLC 934 N. CHURCH ELMHURST IL 60126	INSURER(S) AFFORDING COVERAGE INSURER A: CNA Surety INSURER B: Continental Casualty Compan INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20443

COVERAGES CERTIFICATE NUMBER: CL129611312 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			5086272265	5/12/2012	5/12/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			5086272251	5/12/2012	5/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5086272279	5/12/2012	5/12/2013	OCCUR CLAIMS-MADE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5086272282	5/12/2012	5/12/2013	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation in favor of the Village of Orland Park, 14700 Ravinia Avenue, Orland Park IL 60462

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
14700 Ravinia Avr
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

Eugene Pullano/ME