

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

**Legistar File ID#:** 2012-0486

**Innoprise Contract #:** C12-0093

**Year:** 2012

**Amount:** \$4,565,000.00

**Department:** Public Works - Bill Cunningham

**Contract Type:** Design-Build

**Contractors Name:** Austin Tyler Construction, LLC

**Contract Description:** 2012 Design-Build Water Main Replacement - Orland Hills Gardens



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](http://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

October 25, 2012

Mr. Jeff Young  
Austin Tyler Construction, LLC  
23343 S. Ridge Road  
Elwood, Illinois 60421

**RE: *NOTICE TO PROCEED***  
***2012 Design-Build Water Main Replacement Project – Orland Hills Gardens***

Dear Mr. Young:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of October 16, 2012. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Bill Cunningham at 708-403-6358 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 21, 2012 in an amount not to exceed Four Million Five Hundred Sixty Five Thousand and No/100 (\$4,565,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

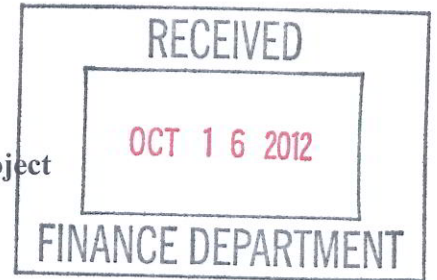
Sincerely,

Denise Domalewski  
Contract Administrator

Encl:

cc: Bill Cunningham  
John Ingram

**VILLAGE OF ORLAND PARK**  
**2012 Design-Build Water Main Replacement Project**  
**Orland Hills Gardens**  
**(Contract for Design-Build Project)**



This Contract is made this **21<sup>st</sup> day of September, 2012** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Austin Tyler Construction, 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
- General Conditions for Small Construction
- Professional Engineering Services General Terms and Conditions
- The VILLAGE’S Project Manual for the Work as described in Section 2 hereunder
  - The Request for Proposals
  - The Instructions to Proposers
- The Proposal as it is responsive to the VILLAGE’s RFP requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance
- Performance and Payment Bonds required by the VILLAGE

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

*Design, permit, construct and perform all other services necessary for water main replacement and extensions at the following locations as detailed in the aerial exhibits included in the RFP:*

- *Orland Hills Gardens Phase IIA Water Main Replacement*
- *Orland Hills Gardens Phase IIB Water Main Replacement*
- *Orland Hills Gardens Phase III Water Main Replacement*
- *Old Orland Watermain Replacement*

- 94<sup>th</sup> Avenue Water Main Connection (optional)

The CONTRACTOR will be responsible to obtain all necessary permits, pay applicable permit fees, and post bonds as required for the work from the applicable regulatory agencies, including but not limited to the Illinois Environmental Protection Agency – Division of Public Water Supply (IEPA), and the Village of Orland Park. As a municipal project, the IEPA and Village of Orland Park permit fees will be waived as they relate to the project.

Work shall include the installation of water main and appurtenant hydrants, valves, vaults, water services, traffic control, and pavement removal and patching required for the installation. All disturbed areas affected by the construction shall be restored to pre-construction grades and conditions.

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

<u>Description</u>	<u>Cost</u>
Orland Hills Phase IIA Water Main Replacement	\$1,227,000.00
Orland Hills Phase IIB Water Main Replacement	\$1,375,000.00
Orland Hills Phase III Water Main Replacement	\$1,426,000.00
Old Orland Watermain Replacement	<u>\$ 478,000.00</u>
SUBTOTAL	\$4,506,000.00
94 <sup>th</sup> Avenue Water Main Connection (Optional Add-On)	<u>\$ 59,000.00</u>
TOTAL	\$4,565,000.00

**TOTAL: Four Million Five Hundred Sixty-Five Thousand and No/100 (\$4,565,000.00) Dollars**

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

**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 July 12, 2013 (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 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, 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:  
Jeff Young  
Austin Tyler Construction, LLC  
23343 S. Ridge Road  
Elwood, Illinois 60421  
Telephone: 815-726-1090  
Facsimile: 815-726-1171  
e-mail: jyoung@austintyler.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.

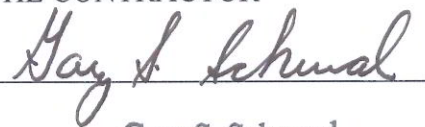
**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**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: 10/23/12

FOR: THE CONTRACTOR  
By:   
Print name: Gary S. Schumal  
Its: Operating Manager  
Date: 9/28/12

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

**ARTICLE 1: DUTIES OF THE PARTIES**

**1.1 VILLAGE'S RIGHTS AND DUTIES**

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

**1.2 CONTRACTOR'S RIGHTS AND DUTIES**

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



of said deficiencies from the Village. All manufacturers' guarantees and warranties shall be delivered to the Village prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, 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 Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated July 19, 2012 which includes
  - Instructions to the Proposers
  - Request for Proposals
  - Specifications and Drawings, if any
- .5 Accepted Proposal as it conforms to the RFP requirements
- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 Performance and Payment Bonds

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

3.1 The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be

included. Payment certificates shall not be issued by Architect or payment shall not be made by the Village without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the Contractor and no payment will be made by the Village for material not actually installed and built into the Work without written authorization for the Village.

3.3 Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.4 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

#### **ARTICLE 4: TAXES**

4.1 The Village is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

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

5.1 The Village shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the Village. Materials, equipment, components or completed work not complying therewith may be rejected by the Village and shall be removed and replaced by the Contractor at no cost to the Village.

#### **ARTICLE 6: ASSIGNMENT**

6.1 The Contractor's duties and obligations under the Contract shall not be assigned without the express written consent of the Village.

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

6.3 The Contractor shall not contract with anyone to whom the Village has a reasonable objection.

6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the

Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **ARTICLE 7: GUARANTEES AND WARRANTIES**

7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.

7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

#### **ARTICLE 8: DEFAULT**

8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

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

8.3 All costs and charges incurred by the Village, together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract. In case the expense so

incurred by the Village shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Village, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the Village the amount of such excess.

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

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

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

## **ARTICLE 10: CONTRACT TIME**

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

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

### **11.1 Insurance Requirements**

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability 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:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit  
\$2,000,000 Aggregate - Completed Operations  
\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$5,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

## 11.2 Indemnification

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

11.2.2 The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail

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

## **ARTICLE 12: PERFORMANCE AND PAYMENT BONDS**

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

## **ARTICLE 13: EXECUTION OF CONTRACT**

13.1 Execution of the Contract between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

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

14.1 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Village or its designee finding that the change was not reasonably foreseeable at the time the contract was signed, the change is germane to the Contract or the change is in the best interest of the Village. New Requests for Proposals must be issued by the Village as required by law for any change increasing the original Contract Sum by fifty percent (50%) or more.

## **ARTICLE 15: TERMINATION**

15.1 The Village may, at any time, terminate the Contract for the Village's convenience and without cause upon written notice to the Contractor and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.

**VILLAGE OF ORLAND PARK  
PROFESSIONAL ENGINEERING SERVICES  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
  
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments,



and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's

confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of

God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.
19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall

have no liability whatsoever to Village for any costs or damages as a result of such suspension.

20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.
24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.



# BID BOND

Conforms with the American Institute of Architects  
A.I.A. Document No. A-310



2750 Lake Villa Drive Phone: (504) 780-7440  
Suite 300 Fax: (504) 780-9211  
Metairie, LA 70002

## KNOW ALL MEN BY THESE PRESENTS:

That Austin Tyler Construction, LLC  
(Name of Principal)

of 23343 S. Ridge Road, Elwood, IL 60421  
(Address of Principal)

hereinafter called the Principal, and  The Gray Casualty & Surety Company X The Gray Insurance Company  
of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called Surety, are  
held and firmly bound unto Village of Orland Park  
(Name of Obligee)

as Obligee, hereinafter called Obligee, in the sum of 10% of bid amount  
Dollars \$ ~~~~~, for the payment of which sum and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid 2012 Design/Build Water Main Replacement  
(Job Number) (Full Name of Job)  
Orland Park, IL  
(Location of Job)

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

Signed this 9th DAY of AUGUST A. D. 2012

Austin Tyler Construction, LLC SEAL  
(Principal)  
By: Gay A. Schmal  
(Signature & Title)

[Signature]  
(Witness)

The Gray Insurance Company SEAL  
(Surety)  
By: Elizabeth T. Buttle  
(Attorney-in-Fact) Elizabeth T. Buttle

[Signature]  
(Witness)

### The Gray Surety Office

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

**GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **L. Mark Spangler, Tamara McGeever, Anne E. Re and Elizabeth T. Buttle of Naperville, IL jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000. This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of The Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 5th day of January, 2012.



By:

*Michael T. Gray*

Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest:

*Mark S. Manguno*

Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 5th day of January, 2012, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

*17<sup>th</sup>* day of *August* 2012.



*Mark S. Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company

PROPOSAL SUMMARY SHEET

2012 DESIGN/BUILD WATER MAIN REPLACEMENT PROJECT

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

Organization Name: Austin Tyler Construction, LLC

Street Address: 23343 S Ridge Road  
Elwood, IL 60421

City, State, Zip: \_\_\_\_\_

Contact Name: JEFF YOUNG

Phone: (615) 726-1090 Fax: (615) 726-1171

E-Mail address: jyoung@austintyler.com

FEIN#: \_\_\_\_\_

<u>Description</u>	<u>Cost</u>
Orland Hills Phase IIA Water Main Replacement	<u>\$1,227,000.00</u>
Orland Hills Phase IIB Water Main Replacement	<u>\$1,375,000.00</u>
Orland Hills Phase III Water Main Replacement	<u>\$1,426,000.00</u>
Old Orland Watermain Replacement	<u>\$478,000.00</u>
SUBTOTAL	<u>\$4,506,000.00</u>
94 <sup>th</sup> Avenue Water Main Connection (Optional Add-On)	<u>\$59,000.00</u>
TOTAL	<u>\$4,565,000.00</u>

Signature of Authorized Signee: Gay A. Schumal

Title: Operating Manager

Date: 8/9/12

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.



**ESTIMATED QUANTITIES**  
**(Includes Add-On 94<sup>th</sup> Avenue Connection Project)**

Item No.	Description	Quantity	Unit	Unit Price
1	6" DIWM	75	LF	63-
2	8" DIWM	23,080	LF	53-
3	12" DIWM	2,835	LF	67-
4	1" Water Service	470	EACH	2200-
5	1-1/2" Water Service	0	EACH	3200-
6	B-Boxes	0	EACH	150-
7	6" Valve in 48" Vault	1	EACH	2400-
8	8" Valve in 60" Vault	54	EACH	2900-
9	12" Valve in 60" Vault	6	EACH	3500-
10	Fire Hydrant	74	EACH	3000-
11	6" Pressure Connection	2	EACH	3900-
12	12"x8" Pressure Connection	1	EACH	5200-
13	Remove Existing Fire Hydrant	46	EACH	450-
14	Trench Backfill	9,740	CY	45-
15	Sidewalk Replacement	0	SF	9-
16	Bit. Asphalt Pavement - 4"	1,500	SY	33.50
17	Bit. Asphalt Driveway Replacement - 2"	119	EACH	725-
18	Concrete Driveway 8"	90	EACH	1800-
19	Brick Pavers	3	EACH	1400-
20	Turf Restoration	20,945	SY	7-

The above Estimated Quantities table includes a column for Unit Price. The Unit Price will be used as a cost basis in change orders to request additional quantity of the item not shown on the final approved engineering drawings. Failure to provide the unit price may result in rejection of the proposal.

## PROJECT SEQUENCING AND SCHEDULE

Please use scheduling software of your choice. Show critical milestone dates including but not limited to:

- Sequencing of Construction
- Design Timeline
- Anticipated Permitting Timeline
- Duration of Water Main Install
- Duration of Restoration
- Duration of Asphalt Paving

**BUSINESS ORGANIZATION:**

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

X 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.

\_\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_

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

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

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

Austin Tyler Construction, LLC (Corporate Seal)  
Business Name

*Gary S. Schumal* Gary S. Schumal  
Signature Print or type name

Operating Manager 8/9/12  
Title Date

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

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

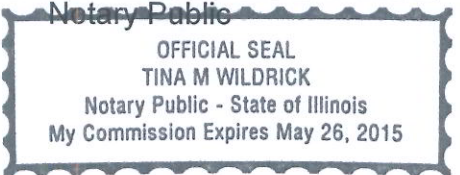
I, Gary S. Schumal, being first duly sworn certify  
and say that I am Operating Manager  
(insert "sole owner," "partner," "president," or other proper title)

of Austin Tyler Construction, 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.

*Gary S. Schumal*  
Signature of Person Making Certification

Subscribed and Sworn To  
before me this 9<sup>th</sup> day  
of AUGUST, 2012.

*Tina M. Wildrick*



## 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 Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Gay S. Schumard

DATE: 8/9/12

Subscribed and Sworn To  
before me this 9<sup>th</sup> day  
of AUGUST, 2012.

Tina M. Wildrick

Notary Public



**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) with each pay request, 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.

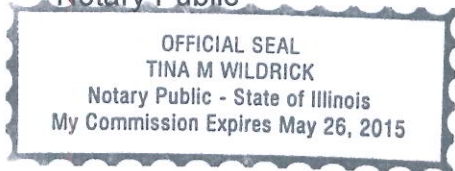
**Contractor:**

By: Gay S. Schmal  
(Authorized Officer)      Operating Manager

Subscribed and Sworn To  
before me this 9<sup>th</sup> day  
of AUGUST, 2012.

Tina M. Wildrick

Notary Public



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

Gary S. Schumal, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

Austin Tyler Construction, LLC, having submitted a proposal for:  
(Name of Company)

2012 DESIGN/BUILD WATER MAIN REPLACEMENT PROJECT  
(PROJECT)

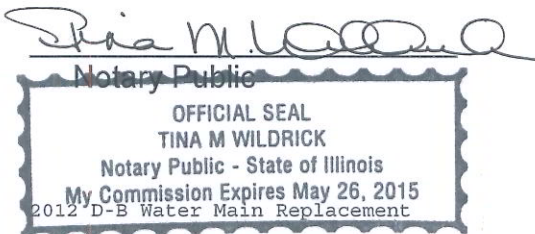
to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

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  
(Name of employee/driver or "all employee drivers")  
in a drug and alcohol testing program pursuant to the aforementioned rules.
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: Gary S. Schumal  
Officer or Owner of Company named above

Subscribed and Sworn To  
before me this 9<sup>th</sup> day  
of August, 2012.





**APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION**

I, Gary S. Schumal, having been first duly sworn depose and state as follows:

I, Gary S. Schumal, am the duly authorized agent for Austin Tyler Construction, LLC, which has submitted a bid to the Village of Orland Park for

2012 DESIGN/BUILD WATER MAIN REPLACEMENT PROJECT  
(Name of Project)

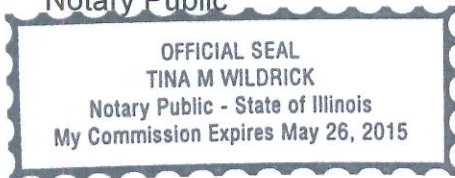
and I hereby certify that Austin Tyler Construction, LLC  
(Name of Company)

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

By: Gary S. Schumal  
Title: Operating Manager

Subscribed and Sworn To  
before me this 9<sup>th</sup> day  
of August, 2012.

Tina M. Wildrick  
Notary Public



REFERENCES — *SEE ATTACHED*

(Please Print or Type)

PROJECT NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_  
SCOPE \_\_\_\_\_  
\_\_\_\_\_

PROJECT COST \_\_\_\_\_ DATE OF PROJECT \_\_\_\_\_ TIME TO COMPLETE \_\_\_\_\_  
DESIGN ENGINEER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ CONTACT TEL. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_  
SCOPE \_\_\_\_\_  
\_\_\_\_\_

PROJECT COST \_\_\_\_\_ DATE OF PROJECT \_\_\_\_\_ TIME TO COMPLETE \_\_\_\_\_  
DESIGN ENGINEER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ CONTACT TEL. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_  
SCOPE \_\_\_\_\_  
\_\_\_\_\_

PROJECT COST \_\_\_\_\_ DATE OF PROJECT \_\_\_\_\_ TIME TO COMPLETE \_\_\_\_\_  
DESIGN ENGINEER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ CONTACT TEL. \_\_\_\_\_

Proposer's Name & Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## INSURANCE REQUIREMENTS

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

### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

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

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

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

Waiver of Subrogation in favor of the Village of Orland Park

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

\$5,000,000 – Each Occurrence \$5,000,000 – 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 coverage required of the Contractor, excluding Professional Liability, shall reference "All projects with the Village of Orland Park" and 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 proposer 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 proposer and the proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

ACCEPTED & AGREED THIS 9<sup>th</sup> DAY OF August, 2012

Gary S. Schumal Authorized to execute agreements for:  
Signature  
Gary S. Schumal Operating Manager Austin Tyler Construction, LLC  
Printed Name & Title Name of Company

# Austin Tyler Construction, LLC

August 7, 2012

Thank you for your consideration of the team of Austin Tyler Construction, LLC and sub-consultant Bohnak Engineering, Inc. in regard to the Village of Orland Park's Request for Proposals for the 2012 Design/Build Orland Hills Water Main Replacement Project. We appreciate the opportunity to work with the Village.

Austin Tyler Construction began in 2005 with a focus primarily on municipal underground site utilities, along with asphalt paving. We have grown to a full service heavy highway construction company while continuing our focus of providing quality workmanship at competitive prices.

Austin Tyler Construction has completed many projects in greater Will County—Joliet, Lockport, Crest Hill, Monee, Mokena, Plainfield, and Homer Glen—in addition to working with the Illinois Department of Transportation. We are signatuor with six unions and are IDOT Pre-Qualified in earthwork, HMA plant mix, drainage, concrete and aggregate bases (please reference attached Certificate). Our sales volume for 2012 is expected to be \$35M and we have bonding in excess of \$20M.

A recent accomplishment for our company is the start-up of Joliet Asphalt in June, 2009. The opening of this asphalt plant allows us to provide our clients and community with a source for quality material along with our quality installation.

The engineering firm that we are teaming with on this project is Bohnak Engineering. Please see attached information and references. Bohnak Engineering, Inc. provides all services from one office location to improve attention to detail, project schedule and budget, quality control and assurance, project coordination, client communication and timely issue resolution with contractors, owners, and/or third party stakeholders. They have earned a solid reputation which results in repeat business from many clients. We look forward to working with the Village on this important project

Sincerely,

  
Gary S. Schumal, P.E.  
Operating Manager

**PROJECT SCHEDULE AND SEQUENCING:**

**Proposed Schedule:**

August 9, 2012	Proposals Due
October 9, 2012	Notice to Proceed
October 10, 2012	Collect Survey Data
October 19, 2012	Begin Design
January 9, 2013	Submitt for Permitting
March 1, 2013 - June 1, 2013	Watermain Installation/ Service Install*
June 1, 2013- June 15, 2013	Turf Restoration
June 15, 2013- July 12, 2013	Asphalt Patching

**\*Watermain Installation:**

<u>Activity</u>	<u>Length of Time</u>
Watermain Pipe Installation	74 working days
Fire Hydrants, Taps, Valve, & Vaults	18 working days
Service Installation	50 working days

As shown, with the project being awarded within 60 days will allow for a completion date prior to the July 12, 2013.

**Project Sequencing:**

- Perform topographic survey
- Complete design plans
- Complete Village of Orland Park, IEPA permit applications
- Provide Austin Tyler project management team for the duration of project
- Resident Notification
- Construction staking
- Install erosion control as needed
- Install traffic control as needed
- Saw cut/ Remove asphalt
- Install watermain, appurtenances, and granular trench backfill
- Test watermain
- Install services
- Remove existing hydrant and abandon existing watermain
- Mill existing stone from trench for pavement patch
- Place 4" binder
- Sweep roads clean

Austin Tyler List of Services/ Scope (not final sequence)

Austin Tyler Project Management team for the duration of project included

Resident notification

Install erosion control as needed

Install traffic control as needed

Saw Cut Asphalt

Remove Asphalt

Install water main, appurtenances, and granular trench backfill

Test water main

Resident notification

Install services

Remove ex. Hydrants and abandon ex. Water main

Mill existing stone from trench for pavement patch

Place 4" Binder Patch

Sweep roads clean

Main List of Equipment (all new and owned by Austin Tyler Construction)

End loader CAT 938 3 1/2 CY 180 HP

Excavator CAT 325 2 1/4 CY 168 HP

Grinder CAT 201 84"

Roller C778A DBL VIB 125 HP

Paver BLAW KNOX PF 5510

## Austin Tyler Project Management Team

Gary Schumal, Operating Manager - Gary Schumal is a graduate from Marquette University and is a Registered Professional Engineer since 1991. He was employed by IDOT for ten years and PT Ferro Const for ten years where he engineered and managed numerous construction, bridge, and underground projects. He currently owns and operates Austin Tyler Construction and Joliet Asphalt.

Bill Krizmanic, Site Superintendent- Bill has over 35 years of experience in the construction industry an operator operator, foreman, and is currently the Superintendent to all crews for Austin Tyler Construction.

Nancy Lach, Project Manager- Nancy started her career with TB Saxton Construction of New Lenox in 1988. Since then, she has worked in the sewer, water, and construction industry. At Dawn Companies, Nancy managed numerous municipal and private underground utility projects, including many for the Village of Orland Park. Nancy has a strong reputation for getting projects done complete with a focus on complete customer and client satisfaction.







REFERENCES

(Please Print or Type)

1. PROJECT NAME Townline Road Road Improvements (Underground and Earth Exc)  
 LOCATION Village of Mokena  
 SCOPE Installed 2,800' of 12" water main w/ polywrap & appurtenances, storm sewer- 4,400', structures- 36 ea., sanitary sewer, 8"-300', water and sanitary services, 12" wm augered and encased in 24" steel casing- 100', road excavation and widening, and traffic control.  
 PROJECT COST \$921,896.00 DATE OF PROJECT 4/8 TIME TO COMPLETE 7 mo  
 DESIGN ENGINEER Postl Yore  
 CONTACT PERSON Paul Pearson (Mokena) CONTACT TELE. (708)479-3927
  
2. PROJECT NAME Harwood St, Scribner St, Sterling Ave, Longford Drive Improvements  
 LOCATION City of Joliet  
 SCOPE Installed 2,900' of 6" & 8" water main w/ polywrap & appurtenances, sanitary sewer, 8" 2,970', saw cutting, patching of street- 4,000 sy, trench backfill, erosion control, and traffic control.  
 PROJECT COST \$858,989.00 DATE OF PROJECT 4/8 TIME TO COMPLETE 9/8  
 DESIGN ENGINEER City of Joliet  
 CONTACT PERSON Dan Wyatt CONTACT TELE. (815)724-4222
  
3. PROJECT NAME Cora Street Water Main Improvements  
 LOCATION City of Crest Hill  
 SCOPE Installed 1,400' of 8" water main and appurtenances, services, tbf sidewalk and c&g removal and replacement, turf restoration, HMA removal, 2 1/4"- 8,420 sy, CL D Patch TIV, 6"- 400 sy, HMA Poly Lev Binder- 354 tn, and HMA Surface- 708 tn  
 PROJECT COST \$592,107.00 DATE OF PROJECT 2/9 TIME TO COMPLETE 7/9  
 DESIGN ENGINEER Christopher Burke Engineering  
 CONTACT PERSON Kelly Knowles CONTACT TELE. \_\_\_\_\_
  
4. PROJECT NAME Nicholson Street Water Main Improvements  
 LOCATION City of Crest Hill  
 SCOPE Installed 2,780' of 8" water main and appurtenances, water services storm sewer removal and replacement, sanitary adjustments, HMA removal and base grading and prep- 8,875 sy, sidewalk and curb restoration, turf restoration, erosion and traffic control  
 PROJECT COST \$657,381.00 DATE OF PROJECT 8/9 TIME TO COMPLETE 9/9  
 DESIGN ENGINEER Christopher Burke Engineering  
 CONTACT PERSON Kelly Knowles CONTACT TELE. \_\_\_\_\_

Proposer's Name & Title: Gary Schumal Operating Manger

Signature and Date: \_\_\_\_\_ 8/7/12



# Illinois Department of Transportation

Austin Tyler Construction, LLC  
23343 South Ridge Road ELWOOD, IL 60421

# Certificate of Eligibility

Contractor No 6114  
(1st Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$21,667,000.00

001	EARTHWORK	\$1,325,000
003	HMA PLANT MIX	\$19,450,000
012	DRAINAGE	\$7,075,000
017	CONCRETE CONSTRUCTION	\$875,000
032	COLD MILL, PLAN. & ROTOMILL	\$775,000
034	DEMOLITION	\$25,000
06A	AGGREGATE BASES & SURF. (A)	\$1,650,000
09A	HIGHWAY STRUCTURES	\$700,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/7/2012 TO 4/30/2013 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/7/2012.

Acting Engineer of Construction



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: F5

DATE (MM/DD/YYYY)

08/08/11

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 FOLLOW. 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 C & B Naperville 1770 Park Street Suite 210 Naperville, IL 60563 L. Mark Spangler	630-420-3400	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	AUSTYL1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Austin Tyler Construction, LLC Joliet Asphalt, LLC 23343 S. Ridge Road Elwood, IL 60421	INSURER A: Acuity A Mutual Insurance Co.		14184
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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			K98007	08/25/11	08/25/12	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> XCU Included						PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> Contractual Liab						GENERAL AGGREGATE	\$ 6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 6,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						Emp Ben.	\$ 1,000,000
A	AUTOMOBILE LIABILITY			K98007	08/25/11	08/25/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB			K98007	08/25/11	08/25/12	EACH OCCURRENCE	\$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 9,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 0							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			K98007	08/25/11	08/25/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Inland Marine			K98007	08/25/11	08/25/12	EQUIPMENT	5,491,946
							LEASED	500,000

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

CERTIFICATE HOLDER	0000000	FOR INFORMATION ONLY	CANCELLATION
			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

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Letter of Intent for:

2012 Design Build Water Main Replacement Project

Village of Orland Park

Proposal No: P-1135

**LUMP SUM: \$75,000**

### **SCOPE OF WORK**

#### **Topographic Survey**

A topographic survey will be completed for the area between the approximate right of way lines, as established from the Sidwell maps using the crown of the road as the approximated centerline of the ROW. The survey will identify ground elevations existing conditions, of improvements, and utility lines as indicated by the utility markings from the utility companies and the Village of Orland Park.

#### **Engineering Design**

The site engineering plan will be prepared in general accordance with the Village of Orland Park Request for Proposals and the the comments generated at the pre-proposal meeting on July 25, 2012. The plans will be prepared in accordance with the requirements of the Village of Orland Park and the Illinois Environmental Protection Agency.

#### **Permitting**

Plans and permit applications will be submitted to the Village of Orland Park and the Illinois Environmental Protection Agency for permitting. Bohnak Engineering will coordinate permitting with these agencies in order to secure construction permits for the project.

Thank you for the opportunity to provide you this proposal for engineering services. If you have any questions, please contact me at (708) 214-7518.

Very Truly Yours,

BOHNAK ENGINEERING, INC.

A handwritten signature in black ink that reads 'Robert J. Bohnak'.

Robert J. Bohnak, P.E.

President



# INSURANCE BINDER

OP ID: LS

DATE (MM/DD/YYYY)

01/31/2012

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

<b>AGENCY</b> SHANAHAN/LAMBRECHT/DECKELMANN P.O. BOX 370 21237 SO. LAGRANGE ROAD FRANKFORT, IL 60423-0370 JAMES T. SHANAHAN AGENCY, INC		<b>COMPANY</b> BEAZLEY INSURANCE COMPANY		<b>BINDER #</b> 4467
<b>PHONE (A/C, No, Ext):</b> 815-469-4545		<b>FAX (A/C, No):</b> 815-469-0387		<b>EXPIRATION DATE</b> 02/26/12
<b>CODE:</b>		<b>SUB CODE:</b>		<b>TIME</b> 12:01 AM
<b>AGENCY CUSTOMER ID:</b> BOHNA-1		<b>DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)</b>		<b>TIME</b> 12:01 AM NOON
<b>INSURED</b> BOHNAK ENGINEERING INC 8405 RADCLIFFE ROAD TINLEY PARK IL 60477		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:		

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY CAUSES OF LOSS</b> <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____				ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS/OTHER COVERAGES</b> ENGINEERS PROFESSIONAL LIABILITY COVERAGE: \$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE; SUBJECT TO A \$2,000 STRAIGHT DEDUCTIBLE PER CLAIM.				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

<b>NAME &amp; ADDRESS</b>		<b>MORTGAGEE</b>		<b>ADDITIONAL INSURED</b>	
		<b>LOSS PAYEE</b>			
		<b>LOAN #</b>			
		<b>AUTHORIZED REPRESENTATIVE</b>			



# State of Illinois

Department of Financial and Professional Regulation  
Division of Professional Regulation

LICENSE NO.  
184.005171

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
04/30/2013

PROFESSIONAL DESIGN FIRM  
PROFESSIONAL ENGINEERING

BOHNAK ENGINEERING INC  
8405 RADCLIFFE RD  
TINLEY PARK, IL 60487



BRENT E. ADAMS  
SECRETARY

JAY STEWART  
ACTING DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

5808248

Cut on Dotted Line

# State of Illinois

Department of Financial and Professional Regulation  
Division of Professional Regulation

LICENSE NO.  
062.057928

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
11/30/2013

LICENSED  
PROFESSIONAL ENGINEER

ROBERT J BOHNAK  
8405 RADCLIFFE ROAD  
TINLEY PARK, IL 60487



BRENT E. ADAMS  
SECRETARY

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

6282070





Bohnak Engineering, Inc. is located in Tinley Park, Illinois and has been providing Civil and Environmental Consulting services to private and municipal clients since 2005. The staff has been providing engineering consulting services in the Chicago region since 1994 and has Professional Engineering licenses in Illinois, Indiana, and Maryland, Pennsylvania, New Jersey, and Virginia.

Our staff has worked on a wide array of public sector projects including:

- Road widening projects;
- Road maintenance and rehabilitation projects;
- Water main and sanitary sewer extension projects;
- Lift station design,
- Cured In Place Pipe (CIPP) sanitary sewer lining design;
- Stormwater management; and
- Floodplain mitigation projects.



On behalf of the private clients and developers, Bohnak Engineering has worked on a wide array of projects, including:

- Design of a 300+-acre industrial park,
- 90,000 square foot warehouse expansion,
- 90 acre commercial development,
- 150 acre residential subdivision,
- 60,000 square foot grocery store.

Our main areas of concentration include:

- Municipal Engineering
- Infrastructure Assessment and Improvement
- Stormwater and Floodplain Management
- Water Resources
- Land Development
- Environmental Investigations and Remediation.
- Brownfield Redevelopment, and
- Green design and sustainable engineering (LEED)

## Civil Engineering

Bohnak Engineering, Inc. is prequalified with the Illinois Capital Development Board, and has worked on projects for the Illinois Capital Development Board, municipalities, school districts, private utility companies, and private developers.

As Civil Engineers we work closely with the design team and owner to meet the needs of the project while taking into consideration of the limitations or encumbrances that may exist on the project site; such as the presence of floodplains or wetlands, extreme grade change across the site, access to existing utilities, or existing easements and infrastructure.

Our job as the civil engineer is to take the vision of the owner and work with, or around the design challenges to bring the vision to reality while meeting the codes of the Municipality and sound engineering practices.

## Environmental Engineering

As environmental engineers we have been involved with the identification and assessment of potential environmental hazards such as the presence of asbestos, lead based paint, leaking underground storage tanks, and chemical releases to the environment through industrial processes. Our staff has completed hundreds of Phase I Environmental Site Assessments, and have successfully obtained No Further Remediation Letters for contaminated sites through the Illinois Environmental Protection Agency and Indiana Department of Natural Resources.

The issuance of a No Further Remediation letter allows the owners to sell or redevelop a parcel of land for a new use and has a positive economic impact on the community.

### **Our areas of concentration include:**

- Phase I Environmental Site Assessments,
- Phase II Environmental Site Assessments,
- Soil and Groundwater remediation and/or site closure utilizing risk based remediation objectives,
- Leaking Underground Storage Tank Removal,
- RCRA Facility Investigations,
- RCRA Facility Monitoring and Closure,
- Field Monitoring and Project Management on Superfund Sites.



**BOHNAK ENGINEERING, INC.**

## REPRESENTATIVE PROJECT SUMMARY

### Annual Road Maintenance Program – Frankfort Township, Illinois >\$500,000 Annually

Frankfort Township Road District  
Frankfort Township Highway Department  
11000 W. Lincoln Highway  
Frankfort Illinois 60423  
(708) 479-9673  
Contact: Bill Carlson



Bohnak Engineering prepared all documentation for the planning and bidding for the 2009 2010 and 2011 road maintenance programs which consists of at several miles of mill and overlay and patching, as necessary. Bohnak Engineering provided inspection services and has worked with contractor during the milling and paving operation to evaluate the conditions of the existing road to determine if additional patching or replacement was warranted prior to overlaying the roads.

### \*Village of Cabery Water Supply System Replacement – Cabery, Illinois \$700,000

Tyson Engineering, Inc.  
937 Schuyler Ave  
Kankakee, Illinois 60901  
Phone: (815) 932-7406  
Contact: Dave Tyson



Upon evaluation of the existing 6,000+ linear feet of 2-inch and 4-inch diameter watermain that served the Village of 300 residents, it was determined that the watermain was in poor condition and undersized, resulting in issues related to water pressure, water quality, and potential health issues. It was determined that the entire water distribution system should be replaced.

The intent of the design and installation was to provide minimal service interruption to the residents. The existing water supply line remained active until the new line was installed and ready for use. The new water main was installed using traditional open cut methods and new hydrants, valves, and corp stops were installed. The existing watermain was capped and abandoned in place.

The proposed 6,500 linear feet of 6-inch and 8-inch water main was installed in phases and as each loop was completed and tested, the water services for each residence were switched over to the new water line.

**Fernway Park Elementary School – Orland Park, Illinois**

**\$350,000**

Kirby School District 140  
16931 S. Grissom Drive  
Tinley Park, Illinois 60477  
Phone: (708) 532-6462  
Contact: Bob Prost



Due to the traffic congestion issues associated with the pick-up and drop-off at the elementary school, the School District determined that the expansion of the existing drop-off area, to include a new parking lot and expanded drop-off area would alleviate congestion. The existing drop-off area had space for 17 cars, with the overflow of traffic spilling onto O'Brien Drive and 88<sup>th</sup> Avenue. The proposed 44-stall parking lot expanded drop-off area increased the parking and staging area to accommodate 65 vehicles.

Bohnak Engineering worked with the Village of Orland Park and the Village of Orland Hills to address the land planning and stormwater management issues associated with the parking lot expansion. Bohnak Engineering and Olthoff Construction worked as a team during construction to address the concerns of the adjacent property owners and the Village of Orland Hills, and also adjusted the design in order to accommodate a potential future use of the turf area as either baseball or soccer fields.

**Patapasco Interceptor Sewer Relining Project – Baltimore Maryland**

**\$23 Million**

Spiniello Companies  
354 Eisenhower Parkway  
Livingston, NJ 07039-0473  
Phone: (973) 808-8383  
Contact: Gerhardt Rodenberger



As the design engineer, Bohnak Engineering worked with the contractor to design the liner thickness for roughly 7,040 lf of 42-in. CIPP, roughly 11,635 lf of 48-in. CIPP, roughly 4,605 lf of 54-in. CIPP and roughly 14,410 lf of 66-in. CIPP. Baltimore County spent more than \$23 million to clean, line and repair more than seven miles of interceptor sewer as part of the Patapasco Interceptor and Relief Sewer Rehabilitation Consent Decree.

## Silva Industrial Warehouse 90,000 Square Foot Facility Expansion - Momence, Illinois

Van Ryn Architectural Services

2300 Cline Ave, Suite 202

Schererville, IN 46375

Contact: Bryan VanRyn

Phone: (219) 322-7190

This existing manufacturing facility, set on approximately 10-acres; expanded its existing facility by 90,000 square feet and added new depressed loading docks, additional parking, and trailer storage. The site design included the rerouting of the existing water main, and storm sewer lines as well as the design of the new sanitary, storm sewer, and water services to serve the facility, and expansion of the existing detention basin to accommodate the increased runoff.

The footprint and depth of the detention basin were limited due to the existing finished floor elevation, high water level and allowable footprint, the detention basin was designed with a perennially wet bottom, set 6-inches below the outfall elevation of the detention basin. The native plantings in the bottom of the basin serve as a bio-filtration system to filter the pollutants out of the stormwater runoff as well as allowed the maximum use of the available space for the detention basin without generating a substantial amount of spoils that would have been created by a wet bottom pond.

### Additional Projects

- Kirby School District 140 – Tinley Park Duvan Drive Maintenance Facility Restoration. (In Design)
- Ethan Allen Furniture Store–18,000 sf furniture store on 1.7 acre site, Orland Park(on-hold)
- Eagle Rock Community Church – 10-acre parcel located in Homer Glen, Illinois(2008)
- Kankakee City Hall Restoration – LEED Certified Site(2007)
- Lyon's Public Library- Parking Lot Expansion(2007)
- IL Route 17 (Court Street) Kankakee, Illinois 3.5 miles of Ornamental Street Lighting in Accordance with IDOT Standards (2007)
- Christ Lutheran Church – 3,000 square foot building expansion and detention(2007)
- Taylor Chrysler – Bradley, Illinois - Development of 6-acre parcel as a car dealership(2007)
- Thomas Nissan – South Holland, Illinois – Development of a 9-acre parcel as a car dealership(2003)



**NOTEPAD:**

HOLDER CODE **VIORIL0**  
INSURED'S NAME **Austin Tyler Construction, LLC**

**AUSTYL1**  
OP ID: **ETB**

PAGE **2**  
DATE **10/05/12**

Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns are additional insured on the general liability and automobile liability policy on a primary and non-contributory basis subject to the terms and conditions of the endorsement attached to the policy.  
Waiver of subrogation in favor of the additional insured applies to the general liability and workers' compensation policies when required by written contract.

CG 20 10 10 01

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

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

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### **2. Exclusions**

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

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

CG 20 10 10 01



CG D3 16 11 03

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

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <b>A.</b> Broadened Named Insured   | <b>G.</b> Contractual Liability – Railroads  |
| <b>B.</b> Damage To Premises Rented To You Extension <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> | <b>H.</b> Additional Insureds – State or Political Subdivisions  |
| <b>C.</b> Blanket Waiver of Subrogation   | <b>I.</b> Excess Insurance   |
| <b>D.</b> Blanket Additional Insured – Managers or Lessors of Premises  | <b>J.</b> Increased Supplementary Payments <ul style="list-style-type: none"> <li>• Cost for bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> |
| <b>E.</b> Incidental Medical Malpractice  | <b>K.</b> Knowledge and Notice of Occurrence or Offense  |
| <b>F.</b> Extension of Coverage – Bodily Injury   | <b>L.</b> Unintentional Omission   |

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date, during the policy period, that you no longer maintain ownership of, or majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

#### **B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION**

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or

resulting from water;

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Fire Damage Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Fire Damage Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Fire Damage Limit will be the higher of:

a. \$300,000; or

b. The amount shown on the Declarations for Fire Damage Limit.

4. Under DEFINITIONS (Section V), the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

5. This Provision B. does not apply if Fire Damage Legal Liability of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

**C. BLANKET WAIVER OF SUBROGATION**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

**D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.

2. The insurance afforded to the additional insured does not apply to:

a. Any "occurrence" that takes place after you cease to be a tenant in that premises;

b. Any premises for which coverage is excluded by endorsement; or

c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**E. INCIDENTAL MEDICAL MALPRACTICE**

1. The definition of "bodily injury" (paragraph 3. of DEFINITIONS – Section V) is amended to include "Incidental Medical Malpractice Injury".

2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the

related furnishing of food or beverages;

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - c. First aid.
  - d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
- (This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision E. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### **F. EXTENSION OF COVERAGE – BODILY INJURY**

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

#### **G. CONTRACTUAL LIABILITY – RAILROADS**

The definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering

activities.

#### **H. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS – PERMITS**

**Section II – Who Is An Insured** is amended to include as an insured any state or political subdivision subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **I. OTHER INSURANCE – EXCESS**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE B. EXCESS INSURANCE (2)** is replaced by the following:

(This insurance is excess over:)

- (2) Any other insurance that is valid and collectible insurance available to the insured as an additional insured under any other policy.

#### **J. INCREASED SUPPLEMENTARY PAYMENTS**

Parts 2. and 4. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part 2. the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Part 4. the amount we will pay for loss of earnings is increased to \$500 a day.

#### **K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your executive officers (if you are a corporation), one of your partners (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

#### **L. UNINTENTIONAL OMISSION**

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00)-01**

POLICY NUMBER: (DTJUB-1 C1 3086-0-12)

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

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.



The Gray Casualty & Surety Company  
The Gray Insurance Company  
2750 Lake Villa Drive, Suite 300  
Metairie, Louisiana 70002

**BOND NUMBER: GSM30219**

**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS**, that we, Austin Tyler Construction, LLC, as Principal and The Gray Insurance Company, a Louisiana corporation, as Surety, are held and firmly bound unto Village of Orland Park, as Obligee, in the sum of Four Million Five Hundred Sixty Five Thousand 00/100 Dollars (\$4,565,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

**WHEREAS**, Principal has entered into a contract with Obligee, dated September 21, 2012 ("Contract") to perform Construction Work for the project described as 2012 Design-Build Water Main Replacement Project ("Project") which is incorporated herein by reference.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly and faithfully perform the Construction Work, then this obligation shall be null and void.

Notwithstanding any contrary provision in the Contract Documents, the Surety's obligation hereunder to Obligee shall not arise unless all of the following conditions are satisfied:

1. the Principal is in default under the Contract;
2. the Obligee has declared the Principal to be in default under the Contract and the Obligee has given written notice to the Principal and Surety of such declaration;
3. the Obligee has performed its obligations under the Contract; and
4. obligee has agreed to pay the Contract Balance in accordance with the terms of the Contract to the Surety or to a completing contractor.

When the Obligee has satisfied the conditions above, the Surety shall have a reasonable period of time to take one of the following actions:

1. Arrange for the Principal, with the consent of the Obligee, to perform and complete the Contract;
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract and arrange for a contract to be prepared for execution by Obligee and a contractor selected with the Obligee's concurrence same to be secured with performance and payment bonds executed by a qualified surety;
3. Upon entering into an acceptable written takeover agreement with the Obligee, undertake to perform and complete the Construction Work; or
4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: (a) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, make payment to the Obligee; or (b) deny liability in whole or in part and notify the Obligee, citing reasons for denial.

The Contract Balance shall be credited against the reasonable cost of completing the Construction Work to be performed under the Contract. The Contract Balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Contract with the Obligee.

In no event shall the Surety's total obligation exceed the penal amount of this Bond.

Surety's obligation under this Bond terminates upon acceptance of the Construction Work. Any suit by Obligee under this Bond must be instituted before the earlier of (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work, excluding warranty work, whichever occurs first. If the limitation set forth in this Bond is 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, and said period of limitation shall be deemed to have accrued and shall commence to run no later than: (1) the

date of substantial completion of the Construction Work, or (2) the date Principal ceased performing Construction Work, excluding warranty work, whichever occurs first.

No right of action shall accrue on this Bond to or for the use of any person or entity other than the Obligee named herein, its heirs, executors, administrators or successors.

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 here from and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. When so furnished, the intent is this Bond shall be construed as a statutory bond.

The term Contract Balance as used herein shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Contract. The term Construction Work as used herein shall mean the providing of all labor and/or materials necessary to complete Principal's scope of work under the Contract. The term Contract Documents as used herein shall mean all the documents that comprise the agreement between Principal and Obligee.

Signed and sealed this 5th day of October, 2012.

Austin Tyler Construction, LLC  
Principal

The Gray Insurance Company  
Surety

By: Gay S. Schumal

By: Elizabeth T. Buttle  
Elizabeth T. Buttle, Attorney-in-Fact







The Gray Casualty & Surety Company  
 The Gray Insurance Company  
 2750 Lake Villa Drive, Suite 300  
 Metairie, Louisiana 70002

**BOND NUMBER: GSM30219**

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS**, that we, Austin Tyler Construction, LLC, as Principal and The Gray Insurance Company, a Louisiana corporation, as Surety, are held and firmly bound unto Village of Orland Park, as Obligee, in the sum of Four Million Five Hundred Sixty Five Thousand 00/100 Dollars (\$4,565,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

**WHEREAS**, Principal has entered into a contract with Obligee, dated September 21, 2012 ("Contract") to perform Construction Work for the project described as 2012 Design-Build Water Main Replacement Project ("Project").

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants, as hereinafter defined, for labor and material actually used, consumed or incorporated in the performance of the Construction Work, then this obligation shall be null and void.

Notwithstanding any contrary provision in the Contract Documents, the Surety's obligation hereunder to a Claimant shall not arise unless the following conditions are satisfied:

1. Claimants, who do NOT have a direct contract with the Principal:
  - 1.1.1. Must furnish a written notice of non-payment to the Principal, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed that labor or last furnished those materials included in the Claim; and
  - 1.1.2. Have sent a Claim to the Surety.
2. Claimants, who are employed by or have a direct contract with the Principal, have sent a Claim to the Surety.

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

No suit or action shall be commenced by a Claimant under this Bond after the expiration of one year from the date: (1) on which the Claimant sent a Claim to the Surety or (2) on which the last labor or service was performed by anyone or the last materials were furnished under the Contract, 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.

No suit or action shall be commenced by any Claimant other than in a court of competent jurisdiction in the county, parish or other political subdivision of the state in which the project is situated, or in the United States District Court for the district in which the project is situated, and not elsewhere.

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 of this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from 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.

Notice and Claims to the Surety, the Owner or the Principal shall be sent by certified mail, registered mail or postage prepaid, to the address shown on the first page of this Bond.

The term Construction Work as used herein shall mean the providing of all labor and/or materials necessary to complete Principal's scope of work under the Contract. The term Contract Documents as used herein shall mean all the documents that comprise the agreement between Principal and Obligee. The term Claim as used herein shall mean a written statement by the Claimant including at a minimum:

- 1.1. The name of the Claimant;
- 1.2. The name of the person for whom the labor was done or materials furnished;
- 1.3. A brief description of the labor or materials furnished;
- 1.4. The date on which the Claimant last performed labor or last furnished materials for the performance of the Contract;
- 1.5. The total amount earned by the Claimant for labor or materials furnished as of the date of the Claim;
- 1.6. The total amount due and unpaid to the Claimant for labor or materials furnished as of the date of the Claim.

The term Claimant as used herein shall mean an individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor or materials for actual use, consumption or incorporated in the performance of the Construction Work. 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 Construction Work is located.

Signed and sealed this 5th day of October, 2012.

Austin Tyler Construction, LLC  
Principal

The Gray Insurance Company  
Surety

By: Gay S. Schmal

By: Elizabeth T. Buttle  
Elizabeth T. Buttle, Attorney-in-Fact

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

169465

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **L. Mark Spangler, Anne E. Re and Elizabeth T. Buttle of Naperville, Illinois jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.



By:

*Michael T. Gray*

Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest:

*Mark S. Manguno*

Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

5<sup>th</sup> day of Oct, 2012



*Mark S. Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company

# ORLAND HILLS GARDENS PHASE IIA WATER MAIN REPLACEMENT



1 inch = 200 feet



**Estimated Quantities  
Orland Hills Gardens Phase IIA**

Item No.	Description	Quantity	Unit
1	6" DIWM	75	LF
2	8" DIWM	5,530	LF
3	12" DIWM	1,070	LF
4	1" Water Service	124	EACH
5	1-1/2" Water Service		EACH
6	B-Boxes		EACH
7	6" Valve in 48" Vault	1	EACH
8	8" Valve in 60" Vault	16	EACH
9	12" Valve in 60" Vault	3	EACH
10	Fire Hydrant	19	EACH
11	6" Pressure Connection		EACH
12	12"x8" Pressure Connection	1	EACH
13	Remove Existing Fire Hydrant	13	EACH
14	Trench Backfill	1,800	CY
15	Sidewalk Replacement		SF
16	Bit. Asphalt Pavement - 4"	1,500	SY
17	Bit. Asphalt Driveway Replacement - 2"	35	EACH
18	Concrete Driveway 8"	25	EACH
19	Brick Pavers		EACH
20	Turf Restoration	5,000	SY

# ORLAND HILLS GARDENS PHASE IIB WATER MAIN REPLACEMENT



1 inch = 250 feet



**Estimated Quantities  
Orland Hills Gardens Phase IIB**

Item No.	Description	Quantity	Unit
1	6" DIWM		LF
2	8" DIWM	5,750	LF
3	12" DIWM	1,415	LF
4	1" Water Service	173	EACH
5	1-1/2" Water Service		EACH
6	B-Boxes		EACH
7	6" Valve in 48" Vault		EACH
8	8" Valve in 60" Vault	11	EACH
9	12" Valve in 60" Vault	3	EACH
10	Fire Hydrant	20	EACH
11	6" Pressure Connection		EACH
12	12"x8" Pressure Connection		EACH
13	Remove Existing Fire Hydrant	16	EACH
14	Trench Backfill	3,000	CY
15	Sidewalk Replacement		SF
16	Bit. Asphalt Pavement - 4"		SY
17	Bit. Asphalt Driveway Replacement - 2"	45	EACH
18	Concrete Driveway 8"	33	EACH
19	Brick Pavers	1	EACH
20	Turf Restoration	7,000	SY





**Estimated Quantities  
Orland Hills Gardens Phase III**

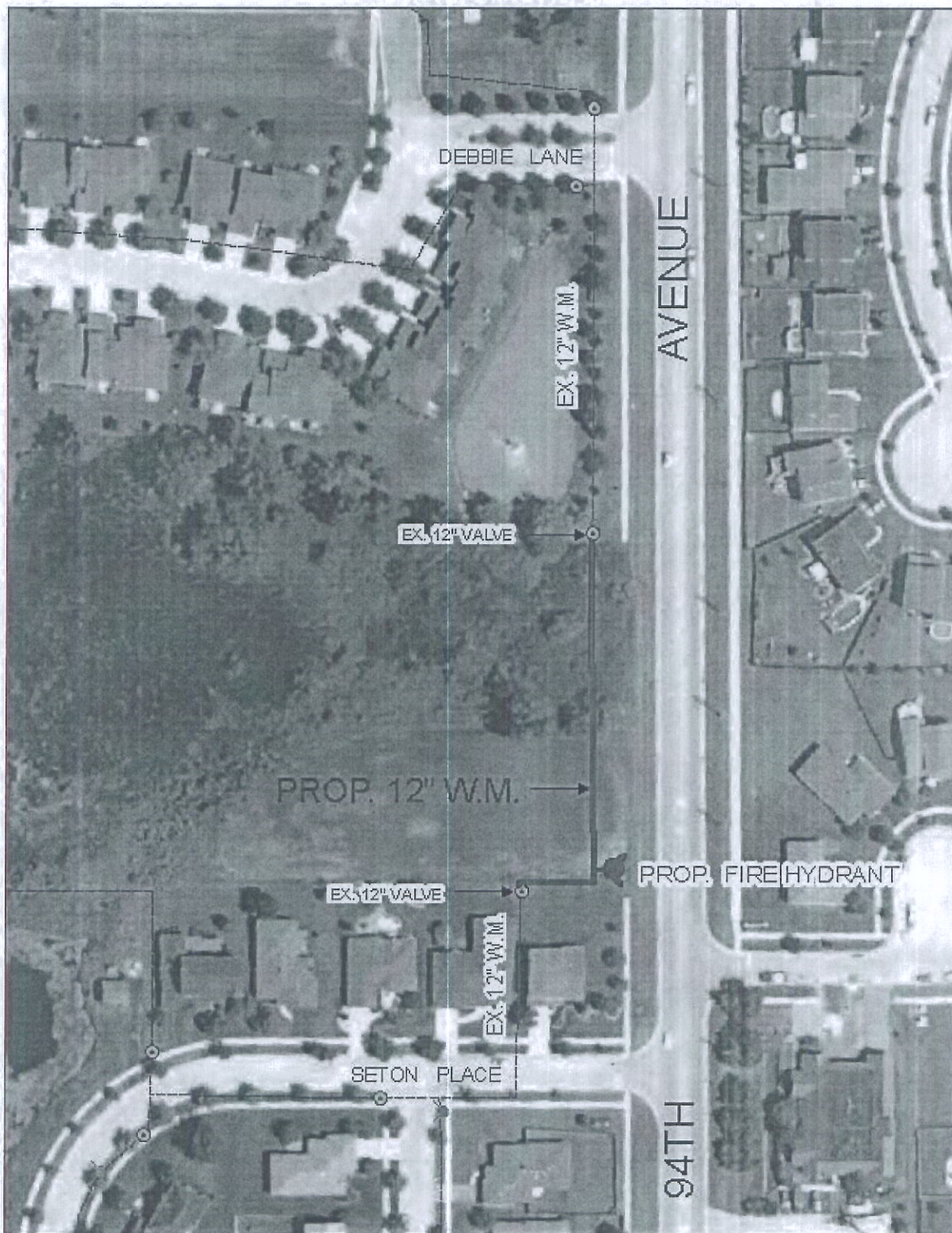
Item No.	Description	Quantity	Unit
1	6" DIWM		LF
2	8" DIWM	8,000	LF
3	12" DIWM		LF
4	1" Water Service	173	EACH
5	1-1/2" Water Service		EACH
6	B-Boxes		EACH
7	6" Valve in 48" Vault		EACH
8	8" Valve in 60" Vault	16	EACH
9	12" Valve in 60" Vault		EACH
10	Fire Hydrant	21	EACH
11	6" Pressure Connection		EACH
12	12"x8" Pressure Connection		EACH
13	Remove Existing Fire Hydrant	17	EACH
14	Trench Backfill	3,040	CY
15	Sidewalk Replacement		SF
16	Bit. Asphalt Pavement - 4"		SY
17	Bit. Asphalt Driveway Replacement - 2"	39	EACH
18	Concrete Driveway 8"	32	EACH
19	Brick Pavers	2	EACH
20	Turf Restoration	7,000	SY



**Estimated Quantities  
Old Orland Watermain Replacement**

Item No.	Description	Quantity	Unit
1	6" DIWM		LF
2	8" DIWM	3800	LF
3	12" DIWM		LF
4	1" Water Service		EACH
5	1-1/2" Water Service		EACH
6	B-Boxes		EACH
7	6" Valve in 48" Vault		EACH
8	8" Valve in 60" Vault	11	EACH
9	12" Valve in 60" Vault		EACH
10	Fire Hydrant	13	EACH
11	6" Pressure Connection	2	EACH
12	12"x8" Pressure Connection		EACH
13	Remove Existing Fire Hydrant		EACH
14	Trench Backfill	1900	CY
15	Sidewalk Replacement		SF
16	Bit. Asphalt Pavement - 4"		SY
17	Bit. Asphalt Driveway Replacement - 2"		EACH
18	Concrete Driveway 8"		EACH
19	Brick Pavers		EACH
20	Turf Restoration	1175	SY

# 94th AVENUE WATER MAIN CONNECTION



**Estimated Quantities**  
**94<sup>th</sup> Avenue Watermain Connection**  
**(Optional Add-On Location)**

Item No.	Description	Quantity	Unit
1	6" DIWM		LF
2	8" DIWM		LF
3	12" DIWM	350	LF
4	1" Water Service		EACH
5	1-1/2" Water Service		EACH
6	B-Boxes		EACH
7	6" Valve in 48" Vault		EACH
8	8" Valve in 60" Vault		EACH
9	12" Valve in 60" Vault		EACH
10	Fire Hydrant	1	EACH
11	6" Pressure Connection		EACH
12	12"x8" Pressure Connection		EACH
13	Remove Existing Fire Hydrant		EACH
14	Trench Backfill		CY
15	Sidewalk Replacement		SF
16	Bit. Asphalt Pavement - 4"		SY
17	Bit. Asphalt Driveway Replacement - 2"		EACH
18	Concrete Driveway 8"		EACH
19	Brick Pavers		EACH
20	Turf Restoration	770	SY