

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

P.T. Ferro Construction Co.
700 South Rowell Avenue
Joliet, IL 60434

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

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

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

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


ITB No. 21-054 - Fernway Road + Ditch Recon Phase 6

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 12th day of October, 2021



(Witness) Wm. David Berkley

P.T. Ferro Construction Co.

(Principal)

By: 

(Title) Matt Marketti - President


Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title) James I. Moore Attorney-in-Fact



(Witness) Jacki DeRidder



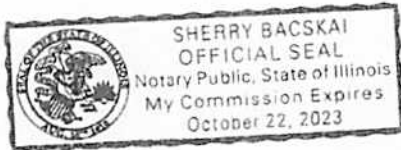
State of Illinois


County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,
do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and
Surety Company of America who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 12th day of October, 2021.





Notary Public Sherry Bacskai
My Commission expires: October 22, 2023



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: P.T. Ferro Construction Co.
Obligee: Village of Orland Park

Project Description: ITB No. 21-054 - Fernway Road + Ditch Recon Phase 6

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By:
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of October, 2021.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Unit Price Sheet
ITB 21-054
2021-2022 Fernway Road + Ditch Reconstruction Phase 6

Proposer agrees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the Silverlake Stage 1 in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

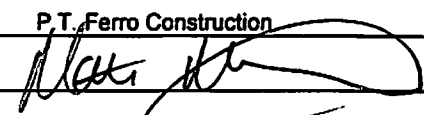
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	50	UNIT	\$ 30.00	\$ 1,500.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	70	UNIT	\$ 35.00	\$ 2,450.00
3	TEMPORARY FENCE	900	LF	\$ 1.00	\$ 900.00
4	TREE ROOT PRUNING	45	EACH	\$ 10.00	\$ 450.00
5	TREE PRUNING (1 TO 10 INCH DIAMETER)	10	EACH	\$ 10.00	\$ 100.00
6	TREE PRUNING (OVER 10 INCH DIAMETER)	20	EACH	\$ 10.00	\$ 200.00
7	EARTH EXCAVATION	4,200	CU YD	\$ 19.00	\$ 79,800.00
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	1,900	CU YD	\$ 19.00	\$ 36,100.00
9	TRENCH BACKFILL	20	CU YD	\$ 60.00	\$ 1,200.00
10	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1,810	SQ YD	\$ 2.00	\$ 3,620.00
11	TOPSOIL FURNISH AND PLACE, 4"	9,900	SQ YD	\$ 3.00	\$ 29,700.00
12	GRADING AND SHAPING DITCHES	4,300	LF	\$ 0.01	\$ 43.00
13	NITROGEN FERTILIZER NUTRIENT	125	LBS	\$ 2.00	\$ 250.00
14	PHOSPHORUS FERTILIZER NUTRIENT	125	LBS	\$ 2.00	\$ 250.00
15	POTASSIUM FERTILIZER NUTRIENT	125	LBS	\$ 2.00	\$ 250.00
16	SODDING, SALT TOLERANT	9,900	SQ YD	\$ 8.00	\$ 79,200.00
17	SUPPLEMENTAL WATERING	150	UNIT	\$ 25.00	\$ 3,750.00
18	TEMPORARY DITCH CHECKS	130	LF	\$ 15.00	\$ 1,950.00
19	INLET AND PIPE PROTECTION	5	EACH	\$ 150.00	\$ 750.00
20	INLET FILTERS	10	EACH	\$ 200.00	\$ 2,000.00
21	WASHOUT BASIN	3	EACH	\$ 500.00	\$ 1,500.00
22	STONE RIPRAP, CLASS A3	140	SQ YD	\$ 28.00	\$ 3,920.00
23	STONE RIPRAP, CLASS A5	200	SQ YD	\$ 100.00	\$ 20,000.00
24	FILTER FABRIC	380	SQ YD	\$ 2.00	\$ 760.00
25	AGGREGATE SUBGRADE IMPROVEMENT	600	CU YD	\$ 35.00	\$ 21,000.00
26	AGGREGATE SUBGRADE IMPROVEMENT 12"	6,040	SQ YD	\$ 15.00	\$ 90,600.00
27	SUBBASE GRANULAR MATERIAL, TYPE B 4.75"	1,050	SQ YD	\$ 10.00	\$ 10,500.00
28	BITUMINOUS MATERIALS (PRIME COAT)	13,650	LB	\$ 0.01	\$ 136.50
29	BITUMINOUS MATERIALS (TACK COAT)	1,365	LB	\$ 0.01	\$ 13.65
30	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,025	TON	\$ 65.00	\$ 66,625.00
31	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	600	TON	\$ 80.00	\$ 48,000.00
32	INCIDENTAL HOT-MIX ASPHALT SURFACING	20	TON	\$ 0.01	\$ 0.20
33	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	50	SQ FT	\$ 0.01	\$ 0.50
34	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3.5 INCH	1,200	SQ YD	\$ 50.00	\$ 60,000.00
35	HOT-MIX ASPHALT PATH OVERLAY, 1.5 INCH	800	SQ YD	\$ 13.00	\$ 10,400.00
36	HOT-MIX ASPHALT PATH PAVEMENT, 3.75 INCH	100	SQ YD	\$ 55.00	\$ 5,500.00
37	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	340	SQ YD	\$ 80.00	\$ 27,200.00
38	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	450	SQ FT	\$ 7.25	\$ 3,262.50
39	DETECTABLE WARNINGS	64	SQ FT	\$ 25.00	\$ 1,600.00
40	PAVEMENT REMOVAL	6,200	SQ YD	\$ 6.00	\$ 37,200.00
41	DRIVEWAY PAVEMENT REMOVAL	1,650	SQ YD	\$ 0.01	\$ 16.50
42	COMBINATION CURB AND GUTTER REMOVAL	20	LF	\$ 30.00	\$ 600.00
43	CLASS D PATCHES, TYPE I, 2 INCH	60	SQ YD	\$ 50.00	\$ 3,000.00
44	CLASS D PATCHES, TYPE II, 5 INCH	20	SQ YD	\$ 50.00	\$ 1,000.00
45	PORTLAND CEMENT CONCRETE SHOULDERS 12"	785	SQ YD	\$ 120.00	\$ 94,200.00
46	PIPE CULVERT REMOVAL	200	LF	\$ 15.00	\$ 3,000.00
47	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	1	EACH	\$ 700.00	\$ 700.00
48	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	2	EACH	\$ 1,500.00	\$ 3,000.00
49	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	2	EACH	\$ 1,525.00	\$ 3,050.00
50	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	2	EACH	\$ 1,600.00	\$ 3,200.00
51	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	1	EACH	\$ 1,600.00	\$ 1,600.00
52	GRATING FOR CONCRETE FLARED END SECTION 15"	2	EACH	\$ 0.01	\$ 0.02
53	GRATING FOR CONCRETE FLARED END SECTION 18"	2	EACH	\$ 0.01	\$ 0.02
54	GRATING FOR CONCRETE FLARED END SECTION 21"	2	EACH	\$ 0.01	\$ 0.02
55	GRATING FOR CONCRETE FLARED END SECTION 24"	1	EACH	\$ 0.01	\$ 0.01

56	PIPE CULVERTS, CLASS A, TYPE 1 12"	600	LF	\$ 70.00	\$ 42,000.00
57	PIPE CULVERTS, CLASS A, TYPE 1 15"	180	LF	\$ 75.00	\$ 13,500.00
58	PIPE CULVERTS, CLASS A, TYPE 1 18"	130	LF	\$ 77.00	\$ 10,010.00
59	PIPE CULVERTS, CLASS A, TYPE 1 21"	80	LF	\$ 82.50	\$ 6,600.00
60	PIPE CULVERTS, CLASS A, TYPE 1 24"	40	LF	\$ 88.00	\$ 3,520.00
61	FIRE HYDRANTS TO BE ADJUSTED	1	EACH	\$ 1,000.00	\$ 1,000.00
62	PIPE DRAINS 8"	20	LF	\$ 100.00	\$ 2,000.00
63	CATCH BASINS, TYPE C, TYPE 8 GRATE	1	EACH	\$ 1,450.00	\$ 1,450.00
64	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$ 2,250.00	\$ 2,250.00
65	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$ 3,250.00	\$ 3,250.00
66	MANHOLES TO BE ADJUSTED	10	EACH	\$ 200.00	\$ 2,000.00
67	MANHOLES TO BE RECONSTRUCTED, BLOCK	1	EACH	\$ 250.00	\$ 250.00
68	MANHOLES TO BE RECONSTRUCTED, CONE SECTION	1	EACH	\$ 250.00	\$ 250.00
69	MANHOLES TO BE RECONSTRUCTED, FLAT TOP SLAB	1	EACH	\$ 250.00	\$ 250.00
70	MANHOLES TO BE MORTARED	3	EACH	\$ 500.00	\$ 1,500.00
71	REMOVING MANHOLES	1	EACH	\$ 200.00	\$ 200.00
72	MOBILIZATION	1	LS	\$ 60,000.00	\$ 60,000.00
73	SIGN PANEL - TYPE 1	10	SQ FT	\$ 27.00	\$ 270.00
74	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	12	EACH	\$ 221.00	\$ 2,652.00
75	TELESCOPING STEEL SIGN SUPPORT	130	LF	\$ 18.50	\$ 2,405.00
76	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	10	SQ FT	\$ 19.50	\$ 195.00
77	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	50	LF	\$ 4.65	\$ 232.50
78	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	150	LF	\$ 11.50	\$ 1,725.00
79	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	90	FOOT	\$ 17.50	\$ 1,575.00
80	STABILIZED CONSTRUCTION ENTRANCE	300	SQ YD	\$ 0.01	\$ 3.00
81	RELOCATE EXISTING MAILBOX	32	EACH	\$ 250.00	\$ 8,000.00
82	PAVEMENT MARKING REMOVAL - WATER BLASTING	200	SQ FT	\$ 0.01	\$ 2.00
83	TEMPORARY ACCESS (PRIVATE ENTRANCE)	33	EACH	\$ 0.01	\$ 0.33
84	TEMPORARY ACCESS (ROAD)	3	EACH	\$ 0.01	\$ 0.03
85	SPECIAL NEEDS DRIVEWAY ACCESS	5	EACH	\$ 0.01	\$ 0.05
86	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	125	LF	\$ 65.00	\$ 8,125.00
87	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	LS	\$ 65,000.00	\$ 65,000.00
88	CONSTRUCTION LAYOUT	1	LS	\$ 20,000.00	\$ 20,000.00
89	TEMPORARY ASPHALT PAVEMENT	1,230	SQ YD	\$ 18.00	\$ 22,140.00
*GRAND TOTAL BID PRICE					\$ 1,048,402.83

*Please enter Total Cost on Bidder Summary Sheet

Proposer: Matt Marketti

Firm Name: P.T. Ferro Construction

Signed: 

Title: President

Dated: 10/12/2021

BIDDER SUMMARY SHEET
ITB 21-054
2021-2022 Fernway Road + Ditch Reconstruction Phase 6

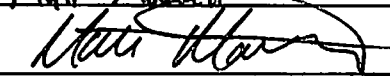
Business Name: P.T. Fesso Construction Company
Street Address: 700 Rowell Ave
City, State, Zip: Joliet, IL 60433
Contact Name: Matt Boomsma
Title: Estimator / Project Manager
Phone: 815-726-6284 Fax: 815-726-5614
E-Mail address: estimating@ptfesso.com

Price Proposal

Complete the unit price sheet

GRAND TOTAL BID PRICE \$1,048,402.83

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Matt Madrell
Signature of Authorized Signee: 
Title: President Date: 10/12/21

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Matt Maske
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of P.T. Ferro Construction Company
(Enter Name of Business/Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes No

Federal Employer I.D. #: 36-2537787
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation

 Illinois August 8, 1964
(State of Incorporation) *(Date of Incorporation)*

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes No

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes No

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY COMPLIANT:** Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a

minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes No

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

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder 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 Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise,

between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder 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.

6) PREVAILING WAGE COMPLIANCE: Yes No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes No []

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

Name of A&T Program: Union Apprenticeship + Training Programs

Brief Description of Program: Chicagoland Laborers' Training + Apprenticeship Reg. No IL0179000
DuPage County Cement Masons' Local #803 JAT C Reg No. IL0150492
International Brotherhood of Teamsters Joint Council No. 25 Training Reg No. IL015050001
Operating Engineers' Local #150 Reg No. IL008780173

8) TAX COMPLIANT: Yes No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Matt Madetti

Name of Authorized Officer

President

Title

10/17/21

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: P.T. Ferro Construction Company
(Enter Name of Business Organization)

1. ORGANIZATION Village of Oakland Park
ADDRESS 14700 S. Ravinia Ave
PHONE NUMBER 708-403-3760
CONTACT PERSON Kevin Lehman
YEAR OF PROJECT 2020

2. ORGANIZATION City of Joliet
ADDRESS 150 W. Jefferson
PHONE NUMBER 815-724-4200
CONTACT PERSON Mark Seftik
YEAR OF PROJECT 2020 + 2021

3. ORGANIZATION Village of Frankfort / Robinson Engineering
ADDRESS 432 W. Nebraska
PHONE NUMBER 815-806-0300
CONTACT PERSON Adam Glens
YEAR OF PROJECT 2021

 **ORLAND PARK**
INSURANCE REQUIREMENTS

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
**Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and
CG 20 01 Primary & Non-Contributory**
Waiver of Subrogation in favor of the Village of Orland Park

PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess

or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 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 contractor.

ACCEPTED & AGREED THIS 18th DAY OF October, 2021

Signature

Matt Marcelli - President
Printed Name & Title

Authorized to execute agreements for:

P.T. Fero Construction
Name of Company

Note: Sample Certificate of Insurance and Additional Insured Endorsement attached.

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 Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p style="text-align: center; font-size: 4em; opacity: 0.5;">SAMPLE</p>	<p style="text-align: center; font-size: 4em; opacity: 0.5;">SAMPLE</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. 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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Questions & Answers - 1

Project 21-054 - Fernway Road + Ditch Recon Phase 6
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q1	<p>Question: Construction Layout Can you clarify the pay item of 1 EACH Construction Layout? Or is that supposed to be 1 LS?</p> <p>Answer: Thank you for the question. The unit price sheet is in error showing an EACH. Exhibit A (project plan set) and Exhibit B (special provisions) indicate the Construction Layout pay item is measured/paid via Lump Sum (LS).</p>	10/01/2021