

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2011-0063

Multi Year:

Amount \$10,513,202.74

Contract Type:

Small Construction/Inst

Contractor's Name:

F.H.Paschen, S.N. Nielsen & Assoc LL

Contractor's AKA:

Execution Date:

2/22/2011

Termination Date:

11/11/2011

Renewal Date:

Department:

Public Works

Originating Person:

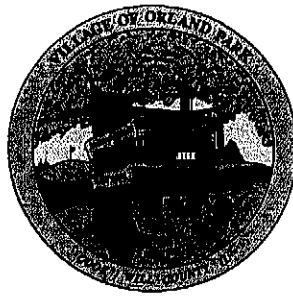
Ed Wilmes

Contract Description: Intersection Improvements - 143rd & LaGrange Road

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

March 1, 2011

Mr. Robert F. Zitek
F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Road, Suite 200
Chicago, Illinois 60631

RE: NOTICE TO PROCEED
Intersection Improvements – 143rd and LaGrange Road

Dear Mr. Zitek:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project as of February 24, 2011. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Ed Wilmes at 708-403-6357 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract 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 February 22, 2011 in an amount not to exceed Ten Million Five Hundred Thirteen Thousand Two Hundred Two and 74/100 (\$10,513,202.74) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Ed Wilmes
John Ingram

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

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February 22, 2011

Mr. Robert F. Zitek
Vice President
F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Road, Suite 200
Chicago, Illinois 60631

NOTICE OF AWARD – Intersection Improvements – 143rd & LaGrange Road

Dear Mr. Zitek:

This notification is to inform you that on February 21, 2011, the Village of Orland Park Board of Trustees approved awarding F.H. Paschen, S.N. Nielsen & Associates LLC the contract in accordance with the bid you submitted dated January 14, 2011, for Intersection Improvements – 143rd & LaGrange Road in an amount not to exceed Ten Million Five Hundred Thirteen Thousand Two Hundred Two and 74/100 (\$10,513,202.74) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 8, 2011.

1. I am attaching the Contract for Intersection Improvements – 143rd & LaGrange Road. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
3. Please submit Performance and Payment Bonds, dated February 22, 2011 for the full amount of the contract. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Ed Wilmes
John Ingram
Mark Barkowski, F.H. Paschen, S.N. Nielsen
Jamie Cullen, V3 Companies
Ed Herlihy, V3 Companies
George Schober, V3 Companies
Tom Valaitis, V3 Companies

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

15655 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6350



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

PUBLIC WORKS DEPARTMENT

February 8, 2011

Mr. Mark Barkowski
F.H. Paschen, S.N. Nielsen and Associates LLC
8725 West Higgins Road, Suite 200
Chicago, Illinois 60631

RE: Orland Park Intersection Improvement Project
143rd Street and LaGrange Road


Dear Mr. Barkowski:

The bids received for the 143rd Street and LaGrange Road Intersection Improvement project were presented at the meeting of the Village's Public Works and Engineering Committee on February 7, 2011. The Committee's recommendation was to proceed with the award of the contract to your company as the apparent successful bidder. The award of the contract has been placed with recommendation on the consent agenda for the full Village Board's consideration and action at their meeting on February 21, 2011.

If awarded by the Board of Trustees on February 21, 2011, our Contract Coordinator, Ms. Denise Domalewski, will transmit a contract for your signature. Please expedite the completion of the contract documents. It is the desire of the Village to issue a NTP as close to March 1, 2011, as possible. Please prepare your proposed Project Schedule for presentation no later than the Pre-Construction meeting tentatively scheduled for 10:00 a.m., Wednesday, March 2, 2011, at the Public Works Facility.

Congratulations and thank you for the effort extended in the preparation of your successful bid. Construction management will be by V3 Companies; therefore, please initially coordinate non-contractual questions with Mr. Valaitis. I sincerely look forward to the award, execution and commencement of this contract.

Best regards,


Edward Wilmes, Director
Public Works and Engineering

cc John Ingram
Denise Domalewski ✓
Tom Valaitis, V3 Companies
Ed Herlihy, V3 Companies
Jamie Cullen, V3 Companies
File

VILLAGE OF ORLAND PARK
Intersection Improvements - 143rd and LaGrange Road
(Contract for Small Construction or Installation Project)

This Contract is made this 22nd day of February, 2011 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and F.H. Paschen, S.N. Nielsen & Associates LLC (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual dated December 6, 2010 for the Work as described in Section 2 hereunder

- o The Invitation to Bid
- o The Instructions to the Bidders

The Bid Proposal dated January 14, 2011 as it is responsive to the VILLAGE's bid 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:

This project will consist of the removal and replacement of approximately 5400 linear feet of roadway in the vicinity of the intersection of 143rd Street and LaGrange Road, Orland Park, IL, including but not limited to paving, base course, driveways, curb and gutter, sidewalk, storm sewers, utility relocations and adjustments, traffic signals, roadway & pedestrian lighting, landscaping, streetscape enhancements and restoration.

(hereinafter referred to as the "WORK") as described in detail in the VILLAGE'S Project Manual (Bid Documents) dated December 6, 2010 and all issued addenda. 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:

Base Bid Amount		\$10,231,123.74
Alternates chosen:		
#1 – Substitute Clay Pavers for Concrete Pavers	(\$	6,753.50)
#3 – Masonry Columns, additional locations	\$	88,720.00
#5 – Ornamental Fence, additional locations	\$	81,707.50
#6 – Structural Soil Material	\$	<u>118,405.00</u>
TOTAL Alternates		<u>\$ 282,079.00</u>
Grand Total		\$10,513,202.74

TOTAL: an amount not to exceed Ten Million Five Hundred Thirteen Thousand Two Hundred Two and 74/100 (\$10,513,202.74) Dollars

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

The Village shall withhold **10%** retainage on all payments to the CONTRACTOR. Retainage shall be reduced to 0% at Final Completion and acceptance of the work by 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 on or before November 11, 2011, (hereinafter referred to as the "CONTRACT TIME"). Liquidated damages shall be assessed if the work is not substantially complete. Substantial completion shall be defined as completion of the major items of work including all pavement, roadway lighting, traffic signals pavement marking and pedestrian facilities, such that the roadway can be opened to traffic under its final configuration without temporary traffic control. In addition to this completion date, the CONTRACTOR shall be allowed 25 calendar days to complete landscaping and aesthetic enhancement work and miscellaneous restoration and punchlist work within the project limits. Should the CONTRACTOR neglect, refuse, or fail to complete the work under the contract by November 11, 2011, and in view of the difficulty of estimating with exactness the damages caused by such delay, the VILLAGE shall have the right to charge the CONTRACTOR the sum of \$5,000 per day for each and every calendar day that the work is not substantially complete according to the Village's Plans and Specifications, as liquidated damages and not a penalty. If substantial completion has been achieved by November 11, 2011, liquidated damages shall be reduced to the sum of \$1,000 per day for each and every working day

(in excess of the 25 allowed under the contract), that the work is not fully complete (including all punchlist work) according to the Village's Plans and Specifications. 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 Village of Orland Park ("Village") V3 Companies of Illinois Ltd. ("Engineer"), and the Illinois Department of Transportation ("IDOT"), 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:
Robert F. Zitek, Vice President
F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Road, Suite 200
Chicago, Illinois 60631
Telephone: 773-444-3474
Facsimile: 773-693-0064
e-mail: bzitek@fhpaschen.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

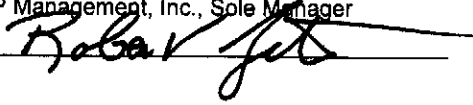
By: 
Paul G. Grimes

Print name: Village Manager

Its: Village Manager

Date: 2/28/11

F.H. Paschen, S.N. Nielsen & Associates LLC
FOR: THE CONTRACTOR

by FHP Management, Inc., Sole Manager
By: 

Print name: Robert F. Zitek

Its: Authorized Agent & Sr. Vice President

Date: February 22, 2011

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

Terms and General Conditions for the CONTRACT between the Village of Orland Park (the "VILLAGE") and F.H. Paschen, S.N. Nielsen & Associates LLC (the "CONTRACTOR") for Intersection Improvements – 143rd & LaGrange Road (the "WORK") dated February 22, 2011 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5 If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.

- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a

disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

- 1.2.8 CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The CONTRACT consists of the following documents and items:

- a. Agreement between the parties
- b. General Conditions to the Agreement
- c. Special Conditions to the Agreement, if any
- d. The Project Manual dated December 6, 2010 which includes
 - i. Instructions to the Bidders
 - ii. Invitation to Bid
 - iii. Specifications and Drawings, if any
- e. Accepted Bid Proposal as it conforms to the bid requirements
- f. Addenda, if any
- g. Required Certificates of Insurance
- h. Certification of Eligibility to Enter into Public Contracts
- i. All Certifications required by the VILLAGE
- j. Required Certifications and documents as may be required by other project funding agencies
- k. Performance and Payment Bonds

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a full and final release and waiver of all liens covering all of the WORK performed under the CONTRACT prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors and material suppliers have been paid in full and there are no contract balances outstanding and owed to any Subcontractor or material supplier.

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. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

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

ARTICLE 6: ASSIGNMENT

6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

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

6.3 The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to

form and content.

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

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

8.1 If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this

CONTRACT.

8.2 Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

9.1 Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the VILLAGE Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

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

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the Village of Orland Park ("Village") V3 Companies of Illinois Ltd. ("Engineer"), and the Illinois Department of Transportation ("IDOT"), 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. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

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

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the Village of Orland Park ("Village") V3 Companies of Illinois Ltd. ("Engineer"), and the Illinois Department of Transportation ("IDOT"), 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 of Orland Park ("Village") V3 Companies of Illinois Ltd. ("Engineer"), and the Illinois Department of Transportation ("IDOT"), its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13: EXECUTION OF CONTRACT

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

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document. Authorization is defined as the signature on the Change Order by the Village Manager, the Director of Finance, and the Director of Public Works and Engineering, or any of their Proxy's. Contractor to provide a

written, signed and dated detailed scope and cost proposal for the added or changed work being requested, as well as two possible alternates (if they exist), as well as a justification for the requested additional work. The Change Order will be presented to the Construction Manager, who will date and sign it as being received. Processing and approval of all change orders is subject to applicable municipal statutes. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1 VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

EXHIBIT A

Insurance Requirements

WORKERS COMPENSATION & EMPLOYER LIABILITY

STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this CONTRACT. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of The Village of Orland Park, V3 Companies of Illinois, and IDOT

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of The Village of Orland Park, V3 Companies of Illinois, and IDOT

GENERAL LIABILITY (Occurrence basis)

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

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

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

Additional Insured Endorsement & Waiver of Subrogation in favor of The Village of Orland Park, V3 Companies of Illinois, and IDOT

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence \$5,000,000 – Aggregate

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

BIDDER SUMMARY SHEET

Intersection and Roadway Improvements – 143rd and LaGrange Rd
(Project Name)

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

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

Address: 8725 W. Higgins Road, Suite 200

City, State, Zip Code: Chicago, Illinois 60631

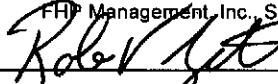
Contact Person: Robert F. Zitek

FEIN #: 36-4518443

Phone: (773) 444-3474 Fax: (773) 693-0064

E-mail Address: bzitek@fnpaschen.com

F.H. Paschen, S.N. Nielsen & Associates LLC by
FHP Management, Inc., Sole Manager by

Signature of Authorized Signee: 

Title: Robert F. Zitek, Authorized Agent & Vice President Date: January 14, 2011

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated 12/21/2010

Addendum No. 2, Dated 1/4/2011

3 1/10/2011
4 1/11/2011

TOTAL BID PRICE: \$ 10,231,123.74

ALTERNATE PRICES:

An Alternate Price shall include all costs associated with the changes, omissions, additions or adjustments to the Work of this bid package (Contract) which are described in the Alternate, or are reasonably inferable there from. Claims for extras resulting from changes caused by the acceptance or rejection of any Alternate will not be allowed.

Alternate Prices shall also include all costs of overhead, profit and bonds associated with the work of the Alternate, whether additive or deductive.

The Drawings, Specifications and other Contract Documents shall be considered appropriately modified by either the acceptance or rejection of the various Alternates. The Village of Orland Park expressly reserves the right to accept or reject any, or all, Alternate Prices, and in any sequence prior to or after award. Acceptance or rejection of any Alternate does not relieve the Bidder of timely completion of the Work within the time periods indicated.

SCHEDULE OF ALTERNATES:

Alternate 1 – Brick Pavers Substitution

Alternate 1 shall consist of furnishing and installing clay paver bricks in lieu of concrete paver bricks for all areas indentified as brick pavers throughout the plan documents. The types of materials to be provided are identified in Section SP-LS14. The cost indicated below shall be the **differential** (either additive or deductive) of furnishing and installing clay pavers in lieu of concrete paver bricks.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Alternate 1 – Clay Pavers in Lieu of Concrete, Sidewalk	SQ. YD	2301	\$ (6.00)	\$ (13,806.00)
Alternate 1 – Clay Pavers in Lieu of Concrete, Crosswalk	SQ. YD	1085	\$ 6.50	7,052.50
Total Alt 1 –				(6,753.50)

Alternate 2 – Pedestrian Pole Complete Substitution

Alternate 2 shall consist of furnishing and installing the Hadco Pole, arm & fixture in lieu of the Spring City Pole, arm & fixture for pedestrian poles indentified throughout the plan documents. The types of materials to be provided are identified in Section SP-ELE. The cost indicated below shall be the **differential** (either additive or deductive) of furnishing and installing the Hadco poles, arms and fixtures in lieu of the Spring City poles, arms & fixtures.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Alternate 2 – Pedestrian Pole Substitution	EACH	40	\$ 650.00	\$ 26,000.00

Alternate 3 – Masonry Wall Construction – Parkway Columns (additional locations)

This work shall consist of furnishing and installing masonry columns at the location shown on the plan drawings at Alternate 3. All work shall be performed in accordance with SP-LS09, SP-LS12 and the details of the plans. The costs below shall be the additive cost to construct the Parkway columns in addition to the columns and walls show on the plan as the base bid. The parkway columns shall be paid for as the unit prices below.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
MASONRY WALL CONSTRUCTION - PARKWAY COLUMNS	SQ FT	800	\$ 80.00	\$ 64,000.00
PRECAST CONCRETE CAPS	EACH	20	\$ 660.00	\$ 13,200.00
PRECAST CONCRETE LEDGE	FOOT	320	\$ 36.00	\$ 11,520.00
Total for Alternate			+	\$ 88,720.00

Alternate 4 - Segmental Concrete Block Walls (in lieu of cast-in-place masonry)

This work shall consist of constructing concrete segmental walls in lieu of cast in place masonry walls at the location shown in the plans. This work shall include all equipment, materials, and labor to construct the Segmental Concrete Block Walls in accordance with specification SP-LS11. The segmental wall costs shown below shall be the cost of the segmental wall construction at the locations shown in the plans. The deductive quantity for the precast masonry wall, ledge and wall cap will be deducted separately as shown below. The deductive costs for the masonry wall shall include any excavation and foundations necessary to construct the wall per the base bid. The total cost (either additive or deductive) for this substitution will be shown on the total line below.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
SEGMENTAL CONCRETE BLOCK WALLS	SQ FT	1058	\$ 31.50	\$ 33,327.00
MASONRY WALL CONSTRUCTION	SQ FT	-1058	\$ 85.00	(\$ 89,930.00)
PRECAST CONCRETE CAPS	FOOT	-600	\$ 30.00	(\$ 18,000.00)
Total for Alternate			-	(\$ 74,603.00)

103
(89,930.00)

Alternate 5 - Ornamental Fence 4' (additional locations)

This work shall consist of furnishing and installing Ornamental Fence at the location shown on the plan drawings at Alternate 4. All work shall be performed in accordance with SP-LS09 and the details of the plans. The costs below shall be the additive cost to construct the added fence in addition to the fence show on the plan as the base bid. The additional shall be paid for as the unit prices below. Provide one price for the aluminum material fence and on price for the steel fence material.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
ORNAMENTAL FENCE 4' (Aluminum)	FOOT	2,030	\$ 40.25	\$ 81,707.50
			+	

Alternate 6 - Structural Soil Material

Alternate 6 shall consist of furnishing and installing structural soil material in accordance with SP-LS16 at the proposed tree grate locations shown in the plans. This work shall include the excavation and disposal excess materials necessary to install the structural soil material as shown in the plan details. The price shown below shall include all work as specified.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Alternate 6 – Structural Soil Material	CU YD	1004	\$ 110.00	\$ 110,440.00
Planting Mix Furnish & Place 36"	SQ YD	177	\$ 45.00	\$ 7,965.00
Total for Alternate			+	\$ 118,405.00

ALLOWANCES: Certain allowances have been included in the contract for unforeseen circumstances that may occur during construction. These allowance amount are shown on the bid form and shall be included in each Contractors bid. The allowances will be used at the sole discretion of the Village of Orland Park and their authorized representative for work that is not included with in the scope of the work represented in the plans, specifications, and special provisions but that may become necessary to accomplish said work.

ACCEPTANCE: This proposal shall be valid for 120 calendar days from the date of submittal. (NOTE: At least 60 days should be allowed for evaluation and approval.)

UNIT PRICE BID SHEET:

Notes: Items for which a Special Provision is provided in addition to a standard IDOT Pay Item Number, the Special Provision is intended to supplement the provisions of the SSRBC and the pay item, and not to replace it the provisions of the SSRBC in their entirety.

BID FORM
143RD LAGRANGE ROAD IMPROVEMENTS

SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
REMOVALS						Subtotal \$3,380,004.45
	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	201	UNIT	\$25.00	\$5,025.00
	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	26	UNIT	\$45.00	\$1,170.00
	20200100	EARTH EXCAVATION	18,757	CU YD	\$17.00	\$318,869.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	7,206	CU YD	\$18.00	\$129,708.00
	40600982	HMA SURFACE REMOVAL - BUTT JOINT	223	SQ YD	\$6.50	\$1,449.50
	44000100	PAVEMENT REMOVAL	39,166	SQ YD	\$10.00	\$391,660.00
	44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	2,792	SQ YD	\$6.50	\$18,148.00
	44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	1,399	SQ YD	\$6.50	\$9,093.50
	44000200	DRIVEWAY PAVEMENT REMOVAL	3,687	SQ YD	\$10.00	\$36,870.00
	44000300	CURB REMOVAL	1,905	FOOT	\$5.50	\$10,477.50
	44000500	COMBINATION CURB AND GUTTER REMOVAL	16,383	FOOT	\$5.00	\$81,915.00
	44000600	SIDEWALK REMOVAL	23,060	SQ FT	\$2.00	\$46,120.00
	44003100	MEDIAN REMOVAL	39,187	SQ FT	\$2.75	\$107,764.25
	55100500	STORM SEWER REMOVAL 12"	534	FOOT	\$16.35	\$8,730.90
	55100700	STORM SEWER REMOVAL 15"	96	FOOT	\$24.50	\$2,352.00
	56400100	FIRE HYDRANTS TO BE MOVED	3	EACH	\$2,500.00	\$7,500.00
	60405740	FRAMES AND GRATES TO BE REMOVED	10	EACH	\$140.00	\$1,400.00
	60500040	REMOVING MANHOLES	8	EACH	\$270.00	\$2,160.00
	60500050	REMOVING CATCH BASINS	7	EACH	\$330.00	\$2,310.00
	60500060	REMOVING INLETS	18	EACH	\$145.00	\$2,610.00
	60500105	FILLING MANHOLES	5	EACH	\$335.00	\$1,675.00
	60500205	FILLING CATCH BASINS	5	EACH	\$365.00	\$1,825.00
	60500305	FILLING INLETS	19	EACH	\$310.00	\$5,890.00
	63200310	GUARDRAIL REMOVAL	293	FOOT	\$3.85	\$1,128.05
	66900205	SPECIAL WASTE DISPOSAL	3,439	CU YD	\$40.75	\$140,139.25
	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	15	EACH	\$75.00	\$1,125.00
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	2	EACH	\$150.00	\$300.00
	72400310	REMOVE SIGN PANEL - TYPE 1	14	SQ FT	\$10.00	\$140.00
	72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	11	EACH	\$78.00	\$858.00
	72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	2	EACH	\$109.00	\$218.00
	72400710	RELOCATE SIGN PANEL - TYPE 1	39	SQ FT	\$13.00	\$507.00
	84100110	REMOVAL OF TEMPORARY LIGHTING UNITS	23	EACH	\$450.00	\$10,350.00
	84200500	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	11	EACH	\$350.00	\$3,850.00
	84200700	LIGHTING FOUNDATION REMOVAL	11	EACH	\$350.00	\$3,850.00
	84400105	RELOCATE EXISTING LIGHTING UNIT	7	EACH	\$2,200.00	\$15,400.00
	XX000610	RELOCATE EXISTING MAILBOX	3	EACH	\$532.00	\$1,596.00
	XZ127900	RETAINING WALL REMOVAL	250	FOOT	\$4.05	\$1,012.50
		STRUCTURE PREVIOUSLY ABANDONED, REMOVE CASTING	3	EACH	\$140.00	\$420.00
		STORM SEWER TO BE ABANDONED AND GROUTED	742	FOOT	\$14.00	\$10,388.00

BID FORM
143RD LAGRANGE ROAD IMPROVEMENTS

SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
ROADWAY IMPROVEMENTS						
	20700110	POROUS GRANULAR EMBANKMENT	10,810	TON	\$15.00	\$162,150.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	17,014	SQ YD	\$1.50	\$25,521.00
	31101200	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	9,034	SQ YD	\$2.50	\$22,585.00
	31101700	SUB-BASE GRANULAR MATERIAL, TYPE B 9"	331	SQ YD	\$11.00	\$3,641.00
	35501332	HOT-MIX ASPHALT BASE COURSE, 12 INCH	798	SQ YD	\$65.00	\$51,870.00
	40600100	BITUMINOUS MATERIALS (PRIME COAT)	1,084	GAL	\$3.50	\$3,794.00
	40600300	AGGREGATE (PRIME COAT)	111	TON	\$0.01	\$1.11
	40600635	LEVELING BINDER (MACHINE METHOD), N70	431	TON	\$105.00	\$45,255.00
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	74	TON	\$135.00	\$9,990.00
	40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	4,226	TON	\$1.00	\$4,226.00
	40603240	POLYMERIZED HOT-MIX BINDER COURSE, IL-19.0, N90	1,663	TON	\$90.00	\$149,670.00
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	25	TON	\$195.00	\$4,875.00
	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	323	TON	\$115.00	\$37,145.00
	40603595	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N90	483	TON	\$125.00	\$60,375.00
	42000416	PORTLAND CEMENT CONCRETE PAVEMENT, 9 3/4" (JOINTED)	39,338	SQ YD	\$54.00	\$2,124,252.00
	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	1,821	SQ YD	\$36.25	\$66,011.25
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	31,650	SQ FT	\$3.50	\$110,775.00
	42400800	DETECTABLE WARNINGS	630	SQ FT	\$24.00	\$15,120.00
	44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	1,167	FOOT	\$4.50	\$5,251.50
	60600605	CONCRETE CURB, TYPE B	811	FOOT	\$19.00	\$15,409.00
	60603500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06	2,044	FOOT	\$12.70	\$25,958.80
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	2,651	FOOT	\$14.25	\$37,776.75
	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	2,314	FOOT	\$17.75	\$41,073.50
	60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	9,151	FOOT	\$18.95	\$173,411.45
	60618300	CONCRETE MEDIAN SURFACE, 4 INCH	4,862	SQ FT	\$3.10	\$15,072.20
	60619200	CONCRETE MEDIAN, TYPE SB-6.06	65	SQ FT	\$38.45	\$2,499.25
	60619600	CONCRETE MEDIAN, TYPE SB-6.12	310	SQ FT	\$19.47	\$6,035.70
	60619910	CONCRETE MEDIAN, TYPE SB-6.18	208	SQ FT	\$25.55	\$5,314.40
	72000100	SIGN PANEL - TYPE 1	285	SQ FT	\$15.00	\$4,275.00
	72000200	SIGN PANEL - TYPE 2	29	SQ FT	\$25.00	\$725.00
	72900110	METAL POST - TYPE A	24	EACH	\$100.00	\$2,400.00
	72900210	METAL POST - TYPE B	4	EACH	\$130.00	\$520.00
	SP-23	PREFORMED PLASTIC PAVEMENT MARKING LETTERS AND SYMBOLS - INLAID	1,898	SQ FT	\$23.76	\$45,096.48
	SP-23	PREFORMED PLASTIC PAVEMENT MARKING LINE - INLAID, 4"	8,950	LF	\$2.96	\$26,492.00
	SP-23	PREFORMED PLASTIC PAVEMENT MARKING LINE - INLAID, 6"	8,055	LF	\$4.47	\$36,005.85
	SP-23	PREFORMED PLASTIC PAVEMENT MARKING LINE - INLAID, 12"	397	LF	\$8.94	\$3,549.18
	SP-23	PREFORMED PLASTIC PAVEMENT MARKING LINE - INLAID, 24"	842	LF	\$17.88	\$15,054.96
	70300510	PAVEMENT MARKING TAPE, TYPE III - LETTERS AND SYMBOLS	41	SQ FT	\$5.50	\$225.50

BID FORM
143RD LAGRANGE ROAD IMPROVEMENTS

SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	1,327	FOOT	\$1.85	\$2,454.95
	70300540	PAVEMENT MARKING TAPE, TYPE III 6"	139	FOOT	\$4.00	\$556.00
	70300550	PAVEMENT MARKING TAPE, TYPE III 8"	836	FOOT	\$3.70	\$3,093.20
	70300560	PAVEMENT MARKING TAPE, TYPE III 12"	666	FOOT	\$5.55	\$3,696.30
	70300570	PAVEMENT MARKING TAPE, TYPE III 24"	15	FOOT	\$11.10	\$166.50
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	613	EACH	\$23.00	\$14,099.00
	Z0001050	AGGREGATE SUBGRADE, 12"	47,982	SQ YD	\$7.00	\$335,874.00
		CONCRETE STAIRS	54	SQ FT	\$127.50	\$6,885.00
		HANDRAIL	20	FOOT	\$87.45	\$1,749.00

LIGHTING

\$1,036,021.99

	SP-ELEC	ROADWAY LIGHTING UNIT, 47.5 FT. MOUNTING HEIGHT, 12 FT. MAST ARM 400 WATT METAL HALIDE LUMINAIRE (COMPLETE)	48	EACH	\$3,736.25	\$179,340.00
	SP-ELEC	ROADWAY LIGHTING UNIT, 30 FT. MOUNTING HEIGHT, 12 FT. MAST ARM 250 WATT METAL HALIDE LUMINAIRE (COMPLETE)	1	EACH	\$3,058.25	\$3,058.25
	SP-ELEC	PEDESTRIAN LIGHTING UNIT COMPLETE(COMPLETE)	42	EACH	\$6,855.45	\$287,928.90
	SP-ELEC	ILLUMINATED BOLLARD	36	EACH	\$2,120.03	\$76,321.08
	SP-ELEC	GROUND ROD	137	EACH	\$88.70	\$12,151.90
	SP-ELEC	ROADWAY LIGHTING CABINET	1	EACH	\$14,898.91	\$14,898.91
	SP-ELEC	HOLIDAY LIGHTING CABINET	3	EACH	\$15,571.91	\$46,715.73
	SP-ELEC	ROADWAY LIGHTING ELECTRICAL SERVICE	4	EACH	\$380.87	\$1,523.48
	SP-ELEC	ILLUMINATED STREET NAME SIGN	12	EACH	\$2,470.20	\$29,642.40
	SP-ELEC	FLOODLIGHT COMPLETE	3	EACH	\$355.60	\$1,066.80
	SP-ELEC	HOLIDAY LIGHTING OUTLET	177	EACH	\$296.51	\$52,482.27
	81001000	CONDUIT IN TRENCH, 4" DIA., GALVANIZED STEEL	1,092	FOOT	\$19.02	\$20,769.84
	81001200	CONDUIT IN TRENCH, 6" DIA., GALVANIZED STEEL	673	FOOT	\$46.85	\$31,530.05
	81017505	CONDUIT IN TRENCH, 3/4" DIA., COILABLE NONMETALLIC CONDUIT	5,182	FOOT	\$2.97	\$15,390.54
	81017520	CONDUIT IN TRENCH, 1-1/2" DIA., COILABLE NONMETALLIC CONDUIT	3,183	FOOT	\$3.10	\$9,867.30
	81017525	CONDUIT IN TRENCH, 2" DIA., COILABLE NONMETALLIC CONDUIT	8,453	FOOT	\$3.75	\$31,698.75
	81017530	CONDUIT IN TRENCH, 2-1/2" DIA., COILABLE NONMETALLIC CONDUIT	2,839	FOOT	\$4.13	\$11,725.07
	81017535	CONDUIT IN TRENCH, 3" DIA., COILABLE NONMETALLIC CONDUIT	893	FOOT	\$5.00	\$4,465.00
	SP-ELEC	JUNCTION BOX	48	EACH	\$642.46	\$30,838.08
	81702150	ELECTRICAL CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	55,416	FOOT	\$1.60	\$88,665.60
	81702130	ELECTRICAL CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	60,857	FOOT	\$0.90	\$54,771.30
	81702110	ELECTRICAL CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	30,026	FOOT	\$0.64	\$19,216.64
	SP-ELEC	RELOCATE SIGN PANEL ASSEMBLY, SPECIAL	1	EACH	\$1,953.80	\$1,953.80

EROSION CONTROL

\$15,394.75

	28000510	INLET FILTERS	106	EACH	\$25.00	\$2,650.00
	28000400	PERIMETER EROSION BARRIER	6,117	FOOT	\$1.75	\$10,704.75

STORM SEWER

\$490,844.90

	60237470	INLETS, TYPE A, TYPE 24 FRAME AND GRATE	36	EACH	\$1,000.00	\$36,000.00
	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	2	EACH	\$985.00	\$1,970.00
	60236800	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	5	EACH	\$1,050.00	\$5,250.00
	60201340	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 24 FRAME AND GRATE	18	EACH	\$1,825.00	\$32,850.00

BID FORM
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SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
	60201105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	11	EACH	\$1,800.00	\$19,800.00
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$1,680.00	\$1,680.00
	60200205	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	8	EACH	\$1,700.00	\$13,600.00
	60205040	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 24 FRAME AND GRATE	2	EACH	\$2,965.00	\$5,930.00
	60219300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	2	EACH	\$1,750.00	\$3,500.00
	60219540	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 24 FRAME AND GRATE	2	EACH	\$1,785.00	\$3,570.00
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5	EACH	\$1,675.00	\$8,375.00
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	4	EACH	\$2,465.00	\$9,860.00
	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$3,775.00	\$3,775.00
	0	CATCH BASIN, 6'-DIAMETER, CONTROL STRUCTURE	1	EACH	\$5,795.00	\$5,795.00
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	2,748	FOOT	\$44.60	\$122,560.80
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	206	FOOT	\$51.85	\$10,681.10
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	10	FOOT	\$45.60	\$456.00
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	23	FOOT	\$68.00	\$1,564.00
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	789	FOOT	\$103.90	\$81,977.10
	20800150	TRENCH BACKFILL	2,138	CU YDS	\$23.30	\$49,815.40
	60255500	MANHOLES TO BE ADJUSTED (INCLUDES STORM, SANITARY & ELEC)	16	EACH	\$585.00	\$9,360.00
	60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	48	EACH	\$645.00	\$30,960.00
	60256940	MANHOLES TO BE ADJUSTED WITH NEW TYPE 24 FRAME AND GRATE	4	EACH	\$670.00	\$2,680.00
	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	9	EACH	\$320.00	\$2,880.00
	56109210	WATER VALVES TO BE ADJUSTED	23	EACH	\$300.00	\$6,900.00
	56400300	FIRE HYDRANTS TO BE ADJUSTED	13	EACH	\$715.00	\$9,295.00
	X0323455	ADJUST MONITORING WELLS	4	EACH	\$360.00	\$1,440.00
	XX007761	BUFFALO BOX ADJUSTMENT, SPECIAL	10	EACH	\$385.00	\$3,850.00
	0	ADJUST ELECTRICAL OUTLET	1	EACH	\$500.00	\$500.00
	0	CONNECT PROPOSED STORMSEWER TO EXISTING STRUCTURE	17	EACH	\$485.00	\$8,245.00
	0	LOWER EXISTING WATERMAIN TO 18" BELOW STORMSEWER	1	EACH	\$3,725.00	\$3,725.00
TRAFFIC SIGNALS						\$75,011.46
	81000600	CONDUIT IN TRENCH, 2" DIA., GALVANIZED STEEL	2,927	LF	\$9.00	\$26,343.00
	81000700	CONDUIT IN TRENCH, 2 1/2" DIA., GALVANIZED STEEL	187	LF	\$13.45	\$2,515.15
	81000800	CONDUIT IN TRENCH, 3" DIA., GALVANIZED STEEL	177	LF	\$15.24	\$2,697.48
	81001000	CONDUIT IN TRENCH, 4" DIA., GALVANIZED STEEL	79	LF	\$21.25	\$1,678.75
	81018500	CONDUIT PUSHED, 2" DIA., GALVANIZED STEEL	1,342	LF	\$11.00	\$14,762.00
	81018900	CONDUIT PUSHED, 4" DIA., GALVANIZED STEEL	1,530	LF	\$23.25	\$35,572.50
	81400100	HANDHOLE	16	EACH	\$1,061.75	\$16,988.00
	81400200	HEAVY-DUTY HANDHOLE	11	EACH	\$1,558.44	\$17,142.84
	81400300	DOUBLE HANDHOLE	8	EACH	\$1,643.50	\$13,148.00
	81900200	TRENCH AND BACKFILL FOR ELECTRICAL WORK	25,749	LF	\$0.18	\$4,634.82
	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	2	EACH	\$1,574.90	\$3,149.80
	85000400	MAINTENANCE OF TEMPORARY TRAFFIC INSTALLATION	1	L SUM	\$4,039.85	\$4,039.85

BID FORM
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SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
	85700205	FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL	3	EACH	\$24,149.25	\$72,447.75
	86400100	TRANSCIVER - FIBER OPTIC	3	EACH	\$4,069.90	\$12,209.70
	87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C	4,526	LF	\$0.98	\$4,435.48
	87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	6,822	LF	\$1.26	\$8,595.72
	87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	8,488	LF	\$1.71	\$14,514.48
	87301255	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	5,140	LF	\$2.04	\$10,485.60
	87301305	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 A PAIR	11,096	LF	\$1.05	\$11,650.80
	87301805	ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2C	731	LF	\$2.75	\$2,010.25
	87502500	TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT.	4	EACH	\$1,146.00	\$4,584.00
	87601200	PEDESTRIAN PUSH-BUTTON POST, GALVANIZED STEEL, TYPE II	1	EACH	\$325.00	\$325.00
	87700130	STEEL MAST ARM ASSEMBLY AND POLE, 18 FT.	1	EACH	\$3,932.50	\$3,932.50
	87700150	STEEL MAST ARM ASSEMBLY AND POLE, 22 FT.	1	EACH	\$4,355.10	\$4,355.10
	87700190	STEEL MAST ARM ASSEMBLY AND POLE, 30 FT.	1	EACH	\$5,083.75	\$5,083.75
	87700270	STEEL MAST ARM ASSEMBLY AND POLE, 46 FT.	3	EACH	\$7,828.85	\$23,486.55
	87700280	STEEL MAST ARM ASSEMBLY AND POLE, 48 FT.	1	EACH	\$7,915.85	\$7,915.85
	87700290	STEEL MAST ARM ASSEMBLY AND POLE, 50 FT.	2	EACH	\$8,410.00	\$16,820.00
	87700300	STEEL MAST ARM ASSEMBLY AND POLE, 52 FT.	2	EACH	\$8,790.00	\$17,580.00
	87700418	STEEL MAST ARM ASSEMBLY AND POLE, 68 FT.	1	EACH	\$13,275.00	\$13,275.00
	87800100	CONCRETE FOUNDATION, TYPE A	26	LF	\$115.00	\$2,990.00
	87702810	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, 16 FT.	1	EACH	\$5,472.50	\$5,472.50
	87702850	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, 24 FT.	1	EACH	\$6,500.00	\$6,500.00
	87702960	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, 46 FT.	3	EACH	\$9,596.00	\$28,788.00
	87702970	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, 48 FT.	1	EACH	\$9,685.00	\$9,685.00
	87703080	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, 68 FT.	1	EACH	\$16,141.85	\$16,141.85
	87800150	CONCRETE FOUNDATION, TYPE C	13	LF	\$404.85	\$5,263.05
	87800400	CONCRETE FOUNDATION, TYPE E 30-INCH DIAMETER	59	LF	\$122.56	\$7,169.76
	87800415	CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	156	LF	\$132.10	\$20,607.60
	87800420	CONCRETE FOUNDATION, TYPE E 42-INCH DIAMETER	28	LF	\$284.05	\$7,953.40
	87900200	DRILL EXISTING HANDHOLE	10	EACH	\$165.00	\$1,650.00
	88030020	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST ARM MOUNTED	32	EACH	\$695.00	\$22,240.00
	88030100	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	2	EACH	\$855.95	\$1,711.90
	88030110	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST ARM MOUNTED	14	EACH	\$959.00	\$13,426.00
	88030220	SIGNAL HEAD, LED, 2-FACE, 5-SECTION, BRACKET MOUNTED	2	EACH	\$1,548.00	\$3,096.00
	88030240	SIGNAL HEAD, LED, 2-FACE, 1-3 SECTION, 1-5 SECTION, BRACKET MOUNTED	4	EACH	\$1,465.00	\$5,860.00
	88102717	PEDESTRIAN SIGNAL HEAD, LED, 1-FACE, BRACKET MOUNTED WITH COUNTDOWN TIMER	16	EACH	\$572.00	\$9,152.00
	88102747	PEDESTRIAN SIGNAL HEAD, LED, 2-FACE, BRACKET MOUNTED WITH COUNTDOWN TIMER	4	EACH	\$1,150.00	\$4,600.00
	88200210	TRAFFIC SIGNAL BACKPLATE, LOUVERED, ALUMINUM	46	EACH	\$95.75	\$4,404.50
	88500100	INDUCTIVE LOOP DETECTOR	38	EACH	\$246.67	\$9,373.46
	88600100	DETECTOR LOOP, TYPE I	3,796	LF	\$13.22	\$50,183.12
	88700200	LIGHT DETECTOR	9	EACH	\$1,149.60	\$10,346.40

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SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
	88700300	LIGHT DETECTOR AMPLIFIER	3	EACH	\$1,769.00	\$5,307.00
	88800100	PEDESTRIAN PUSH BUTTON	24	EACH	\$287.36	\$6,896.64
	89000100	TEMPORARY TRAFFIC SIGNAL INSTALLATION	1	EACH	\$17,140.00	\$17,140.00
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	362	FOOT	\$0.32	\$115.84
	89502350	REMOVE AND REINSTALL ELECTRICAL CABLE FROM CONDUIT	227	FOOT	\$0.55	\$124.85
	89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	1	EACH	\$3,231.75	\$3,231.75
	89502380	REMOVE EXISTING HANDHOLE	13	EACH	\$285.00	\$3,705.00
	89502385	REMOVE EXISTING CONCRETE FOUNDATION	7	EACH	\$285.00	\$1,995.00
	X0322925	ELECTRIC CABLE IN CONDUIT, TRACER NO. 14 1C	2,879	FOOT	\$0.45	\$1,295.55
	X0325705	RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM LEVEL II	1	EACH	\$6,500.00	\$6,500.00
	X8050010	SERVICE INSTALLATION, GROUND MOUNTED	3	EACH	\$1,625.00	\$4,875.00
	X8620020	UNINTERRUPTABLE POWER SUPPLY	3	EACH	\$6,895.00	\$20,685.00
	X8710020	FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM12F	2,940	FOOT	\$1.50	\$4,410.00
	X8730027	ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6 1C	2,552	FOOT	\$1.76	\$4,491.52
	X8730250	ELECTRIC CABLE IN CONDUIT, NO. 20 3/C, TWISTED, SHIELDED	2,193	FOOT	\$0.85	\$1,864.05

MAINTENANCE OF TRAFFIC

\$1,258,000.00

	SP-12	MAINTENANCE OF TRAFFIC STAGE 1	1	L SUM	\$445,000.00	\$445,000.00
	SP-12	MAINTENANCE OF TRAFFIC STAGE 2	1	L SUM	\$100,000.00	\$100,000.00
	SP-12	MAINTENANCE OF TRAFFIC STAGE 3	1	L SUM	\$90,000.00	\$90,000.00
	SP-12	MAINTENANCE OF TRAFFIC STAGE 4	1	L SUM	\$90,000.00	\$90,000.00
	SP-14	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	4	EACH	\$19,000.00	\$76,000.00
	SP-24	CONSTRUCTION CAMERA SYSTEM	1	L SUM	\$26,500.00	\$26,500.00
	70300510	PAVEMENT MARKING TAPE, TYPE III - LETTERS AND SYMBOLS	4,444	SQ FT	\$0.10	\$444.40
	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	198,303	FOOT	\$0.04	\$7,932.12
	70300540	PAVEMENT MARKING TAPE, TYPE III 6"	26,588	FOOT	\$0.06	\$1,595.28
	70300560	PAVEMENT MARKING TAPE, TYPE III 12"	1,003	FOOT	\$0.12	\$120.36
	70300570	PAVEMENT MARKING TAPE, TYPE III 24"	2,020	FOOT	\$0.25	\$505.00
	70300610	TEMPORARY PAINT PAVEMENT MARKING, LETTERS AND SYMBOLS	2,042	SQ FT	\$1.00	\$2,042.00
	70300625	TEMPORARY PAINT PAVEMENT MARKING LINE 4"	102,350	FOOT	\$0.02	\$2,047.00
	70300635	TEMPORARY PAINT PAVEMENT MARKING LINE 6"	9,435	FOOT	\$0.05	\$471.75
	70300645	TEMPORARY PAINT PAVEMENT MARKING LINE 12"	1,881	FOOT	\$0.60	\$1,128.60
	70300660	TEMPORARY PAINT PAVEMENT MARKING LINE 24"	1,106	FOOT	\$1.20	\$1,327.20
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	44,861	SQ FT	\$0.01	\$448.61
	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	174	EACH	\$12.00	\$2,088.00
	XX005758	TEMPORARY PAVEMENT	2,200	TON	\$95.50	\$210,100.00
	67000400	ENGINEERS FIELD OFFICE TYPE A	14	CAL MO	\$2,000.00	\$28,000.00
	SP-09	PRECONSTRUCTION VIDEOTAPING	1	L SUM	\$5,000.00	\$5,000.00
	SP-10	CONSTRUCTION STAKING AND RECORD DRAWINGS	1	L SUM	\$150,000.00	\$150,000.00
	SP-12	AGGREGATE FOR TEMPORARY ACCESS	750	TON	\$15.00	\$11,250.00
	SP-23	WATER BLAST PAVEMENT MARKING REMOVAL W VACUUM RECOVERY	2,000	SQ FT	\$3.00	\$6,000.00

BID FORM
143RD LAGRANGE ROAD IMPROVEMENTS

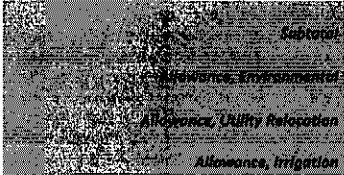
SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
IRRIGATION \$191,177.90						
	SP-IRR	IRRIGATION CONTROL WIRE	4,089	FOOT	\$0.70	\$2,862.30
	SP-IRR	IRRIGATION LINE, 2" PVC SDR 21	4,774	FOOT	\$5.00	\$23,870.00
	SP-IRR	IRRIGATION LINE, 4" PVC SDR 21	105	FOOT	\$10.00	\$1,050.00
	SP-IRR	IRRIGATION SLEEVE 2" GALVANIZED STEEL	149	FOOT	\$15.00	\$2,235.00
	SP-IRR	IRRIGATION SLEEVE 4" GALVANIZED STEEL	1,112	FOOT	\$20.00	\$22,240.00
	SP-IRR	IRRIGATION SLEEVE 6" GALVANIZED STEEL	176	FOOT	\$30.00	\$5,280.00
	SP-IRR	IRRIGATION VALVE BOX, 18" X 18"	2	EACH	\$100.00	\$200.00
	SP-IRR	IRRIGATION VALVE BOX, 12" X 18"	20	EACH	\$75.00	\$1,500.00
	SP-IRR	IRRIGATION VALVE BOX, 10" DIA. ROUND	22	EACH	\$15.00	\$330.00
	SP-IRR	IRRIGATION MANUAL SHUT OFF VALVE, 1"	2	EACH	\$35.00	\$70.00
	SP-IRR	IRRIGATION MANUAL SHUT OFF VALVE, 1-1/2"	2	EACH	\$40.00	\$80.00
	SP-IRR	IRRIGATION MANUAL SHUT OFF VALVE, 2"	28	EACH	\$45.00	\$1,260.00
	SP-IRR	IRRIGATION AUTOMATED CONTROL VALVE, 1"	2	EACH	\$150.00	\$300.00
	SP-IRR	IRRIGATION AUTOMATED CONTROL VALVE, 1-1/2"	2	EACH	\$175.00	\$350.00
	SP-IRR	IRRIGATION AUTOMATED CONTROL VALVE, 2"	35	EACH	\$200.00	\$7,000.00
	SP-IRR	QUICK COUPLER	6	EACH	\$200.00	\$1,200.00
	SP-IRR	BACKFLOW PREVENTER, 2"	4	EACH	\$1,500.00	\$6,000.00
	SP-IRR	BACKFLOW PREVENTER ENCLOSURE	4	EACH	\$2,500.00	\$10,000.00
	SP-IRR	IRRIGATION CONTROLLER	4	EACH	\$1,500.00	\$6,000.00
	SP-IRR	BOOSTER PUMP	4	EACH	\$1,500.00	\$6,000.00
	SP-IRR	CONNECTION TO EXISTING WATERMAIN, 2"	4	EACH	\$7,000.00	\$28,000.00
	SP-IRR	SPRAY HEAD, 4" POP UP	1,053	EACH	\$35.00	\$36,855.00
	SP-IRR	SPRAY HEAD, 12" POP UP	540	EACH	\$45.00	\$24,300.00
	SP-IRR	ROTARY HEAD, 4" POP UP	9	EACH	\$55.00	\$495.00
	SP-IRR	IRRIGATION SYSTEM FALL SHUT-DOWN	1	L SUM	\$1,500.00	\$1,500.00
	SP-IRR	IRRIGATION SYSTEM SPRING START-UP	1	L SUM	\$1,200.00	\$1,200.00
	SP-IRR	IRRIGATION WEATHER SENSOR	4	EACH	\$250.00	\$1,000.00
LANDSCAPING \$1,944,172.54						
	SP-LS01	PLANT WATERING	1	L SUM	\$2,000.00	\$2,000.00
	25200110	SODDING, SALT TOLERANT	2,852	SQ YD	\$7.50	\$21,390.00
	25000110	SEEDING, CLASS 1A	1	ACRE	\$4,000.00	\$4,000.00
	A2000086	TREE, ACER X FREEMANII ARMSTRONG (ARMSTRONG FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	37	EACH	\$285.00	\$10,545.00
	A2008748	TREE, ULMUS X FRONTIER (FRONTIER ELM), 3" CALIPER, BALLED AND BURLAPPED, MATCHING HEADS	27	EACH	\$310.00	\$8,370.00
	A2007820	TREE, TILIA AMERICANA (AMERICAN UDDEN/ BASSWOOD), 2-1/2" CALIPER, BALLED AND BURLAPPED	24	EACH	\$285.00	\$6,840.00
	A2004520	TREE, GINKGO BILOBA PRINCETON SENTRY (PRINCETON SENTRY GINKGO), 2-1/2" CALIPER, BALLED AND BURLAPPED	19	EACH	\$410.00	\$7,790.00
	A2008920	TREE, ULMUS REGAL (REGAL ELM), 2-1/2" CALIPER, BALLED AND BURLAPPED	14	EACH	\$285.00	\$3,990.00
	A2004720	THORNLESS COMMON HONEYLOCUST, 2-1/2" CALIPER, BALLED AND BURLAPPED	46	EACH	\$285.00	\$13,110.00
	B2005720	TREE, PYRUS CALLERYANA CHANTICLEER (CHANTICLEER CALLERY PEAR), 2-1/2" CALIPER, TREE FORM, BALLED AND BURLAPPED	4	EACH	\$310.00	\$1,240.00
	C2006236	SHRUB, RIBES ALPINUM (ALPINE CURRANT), 3' HEIGHT, BALLED AND BURLAPPED	8	EACH	\$35.00	\$280.00

BID FORM
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SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
	C2009824	SHRUB, SPIREA X BUMALDA ANTHONY WATERER (ANTHONY WATERER SPIREA), 2' HEIGHT, BALLED AND BURLAPPED	54	EACH	\$25.00	\$1,350.00
	C2001049	SHRUB, CARYOPTERIS X CLANDONENSIS ARTHUR SIMMONDS (ARTHUR SIMMONDS BLUEBEARD), 1-GALLON	43	EACH	\$25.00	\$1,075.00
	C2000815	SHRUB, BERBERIS THUNBERGII ATROPURPUREA (REDLEAF JAPANESE BARBERRY), 15" WIDTH, BALLED AND BURLAPPED	66	EACH	\$25.00	\$1,650.00
	C2C11026	SHRUB, SYRINGA PATULA MISS KIM (MISS KIM MANCHURIAN LILAC), 30" HEIGHT, 5-GALLON CONTAINER	30	EACH	\$35.00	\$1,050.00
	C2C15761	SHRUB, SPIREA JAPONICA NEON FLASH (NEON FLASH JAPANESE SPIREA), 18" HEIGHT, 5-GALLON CONTAINER	47	EACH	\$30.00	\$1,410.00
	C2C076G3	SHRUB, ROSA NEARLY WILD (NEARLY WILD SHRUB ROSE), CONTAINER GROWN, 3-GALLON	228	EACH	\$25.00	\$5,700.00
	C2C041G5	SHRUB, ITEA VIRGINICA LITTLE HENRY (LITTLE HENRY VIRGINIA SWEETSPIRE), CONTAINER GROWN, 5-GALLON	60	EACH	\$30.00	\$1,800.00
	C2002646	SHRUB, EUONYMUS ALATUS TIMBER CREEK (CHICAGO FIRE BURNING BUSH), 3' HEIGHT, BALLED AND BURLAPPED	3	EACH	\$50.00	\$150.00
	C2000815	SHRUB, BERBERIS THUNBERGII ATROPURPUREA (REDLEAF JAPANESE BARBERRY), 15" WIDTH, BALLED AND BURLAPPED	11	EACH	\$25.00	\$275.00
	D2C00815	EVERGREEN, JUNIPERUS HORIZONTALIS BLUE CHIP (BLUE CHIP JUNIPER), 15" WIDTH, CONTAINER	9	EACH	\$25.00	\$225.00
	0	EVERGREEN, JUNIPERUS VIRGINIANA 'SKYROCKET' B&B	42	EACH	\$75.00	\$3,150.00
	K003047D	PERENNIAL PLANT, ORNAMENTAL GRASS TYPE	1,460	EACH	\$17.50	\$25,550.00
	25400105	PERENNIAL PLANTS	1,468	EACH	\$10.00	\$14,680.00
	SP-LS03	COMPOST, SOIL PREP	569	CU YD	\$5.00	\$2,845.00
	21101625	TOPSOIL FURNISH AND PLACE, 6"	328	SQ YD	\$3.00	\$984.00
	X0325545	PLANTING MIX FURNISH AND PLACE 18"	1,511	SQ YD	\$12.50	\$18,887.50
	X0324525	PLANTING MIX FURNISH AND PLACE 36"	207	SQ YD	\$25.00	\$5,175.00
	K1005482 / SP-LS04	SHREDDED BARK MULCH 4"	1,511	SQ YD	\$5.00	\$7,555.00
	K1004800 / SP-LS05	METAL EDGER	2,149	FOOT	\$5.00	\$10,745.00
	X0324994 - SP-LS06	ORNAMENTAL PLANTER	4	L SUM	\$2,400.00	\$9,600.00
	SP-LS07	IRONSMITH PAVER GRATE 48"	130	EACH	\$1,350.00	\$175,500.00
	SP-LS07	IRONSMITH PAVER GRATE 60"	11	EACH	\$1,850.00	\$20,350.00
	SP-LS07	LANDSCAPE FABRIC	2,482	SQ FT	\$0.50	\$1,241.00
	SP-LS07	CONCRETE FOOTER	155	EACH	\$300.00	\$46,500.00
	SP-LS08	TRASH RECEPTACLE	9	EACH	\$1,525.00	\$13,725.00
	SP-LS08	BENCH	6	EACH	\$1,300.00	\$7,800.00
	SP-LS09	4' ORNAMENTAL FENCE	434	FOOT	\$39.54	\$17,160.36
	SP-LS09	18" ORNAMENTAL RAIL	131	FOOT	\$38.79	\$5,081.49
	Z0034100 / SP-LS10	MASONRY WALL	3,414	SQ FT	\$90.16	\$307,806.24
	X0322923 / SP-LS11	SEGMENTAL CONCRETE BLOCK WALL	1,367	SQ FT	\$30.00	\$41,010.00
	50401205 / SP-LS12	PRECAST CONCRETE CAPS	34	EACH	\$625.00	\$21,250.00
	SP-LS12	PRECAST CONCRETE WALL CAP	1,262	FOOT	\$46.00	\$58,052.00
	SP-LS12	PRECAST CONCRETE LEDGE	776	FOOT	\$30.00	\$23,280.00
	SP-LS12	PRECAST CONCRETE SPLASH BLOCK	591	FOOT	\$96.00	\$56,736.00
	SP-LS12	PRECAST PRIMARY MONUMENT COLUMN LEDGE	1	EACH	\$5,800.00	\$5,800.00
	SP-LS12	PRECAST PLANTER URN BASE CAP	3	EACH	\$2,060.00	\$6,180.00
	SP-LS13	ALUMINUM MONUMENT CAP	1	EACH	\$9,500.00	\$9,500.00
	60107600	PIPE UNDERDRAINS 4"	4,911	FOOT	\$12.50	\$61,387.50
	LR430050 / SP-LS14	PAVER SIDEWALK	2,416	SQ YD	\$64.50	\$155,832.00
	SP-LS14	PAVER CROSSWALK	1,139	SQ YD	\$63.00	\$71,757.00
	SP-LS14	PAVE EDGE	775	FOOT	\$2.50	\$1,937.50

BID FORM
143RD LAGRANGE ROAD IMPROVEMENTS

SP	Item Number	Description	Quantity	Unit	Unit Price	Cost
	42400430 / SP-LS15	PORTLAND CEMENT CONCRETE SIDEWALK 5", SPECIAL	2,426	SQ FT	\$6.20	\$15,041.20
	SP-LS18	ANTI-GRAFFITI COATING	2,100	SQ YD	\$4.50	\$9,450.00
	SP-LS16	PLANTER CURB	485	FOOT	\$16.75	\$8,123.75
	SP-LS16	LANDSCAPE CURB	600	FOOT	\$17.00	\$10,200.00
						\$10,151,123.74
						\$10,000.00
						\$50,000.00
						\$20,000.00
TOTAL						\$10,231,123.74



BUSINESS ORGANIZATION:

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

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

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

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

(Corporate Seal)

Business Name


Signature

Robert F. Zitek

Print or type name

Authorized Agent & Vice President

January 14, 2011

Title

Date

CERTIFICATE


I do hereby certify that the following is a true, complete and correct copy of a resolution issued by FHP Management, Inc. on July 14, 2010, the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

"RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for execution of the construction of the various projects bid by F. H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette T. Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo J. Wright	Agent
Timothy B. Stone	Agent
Christian D. Blake	Agent
Douglas Pelletier	Agent
Roland Schneider	Agent
Charles Freiheit	Agent
James J. Habschmidt	Agent
David Wainwright	Agent
David P. Roy	Agent

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

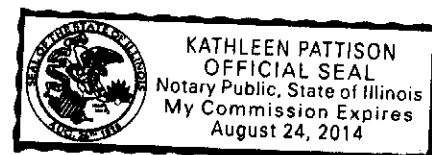
IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 30th day of November, 2010.


Jeanette T. Charon
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 30th day of November, 2010.


Kathleen Pattison
Notary Public



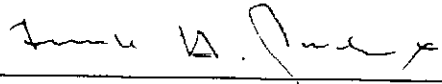
**CERTIFICATION OF F.H. PASCHEN,
S.N. NIELSEN & ASSOCIATES LLC**

COPY

F. H. Paschen, S.N. Nielsen & Associates LLC, hereby certifies that the Operating Agreement of F.H. Paschen, S.N. Nielsen & Associates LLC, executed by all the members of F. H. Paschen, S.N. Nielsen & Associates LLC, states that FHP Management, Inc., is its Sole Manager and that its Sole Manager and the Manager's duly authorized Officers and Agents, have full and unrestricted authority on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC to take whatever actions they deem necessary in their sole discretion and to execute and deliver any and all documents, instruments and papers which in their sole discretion may be necessary, expedient or proper in furtherance of its construction projects, including but not limited to all bid documents, bid bonds and construction contracts.

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

By: FHP Management, Inc., Sole Manager

By: 

Frank H. Paschen, Sole Shareholder and
Sole Director

Dated: July 14, 2010

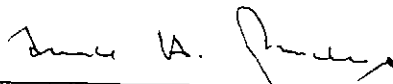
**ACTION BY UNANIMOUS CONSENT OF THE
SOLE DIRECTOR OF FHP MANAGEMENT, INC.**

The undersigned, being the Sole Director of FHP Management, Inc., a corporation organized under the laws of the State of Illinois, does hereby take the following action without a meeting pursuant to the authority of the Illinois Business Corporation Act, as follows:

Resolved, that the following are hereby authorized to execute and deliver for and on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient or proper for execution of the construction of the various projects bid by F.H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo Wright	Agent
Timothy B. Stone	Agent
James Habschmidt	Agent
David Wainwright	Agent

Resolved further, that the Chairman, Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary and each Assistant Secretary of the Corporation is authorized to certify the foregoing resolution to any third party to further the business operations of the Company and the business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.



Frank H. Paschen, Sole Director

Dated: July 14, 2010

F.H. Paschen, S.N. Nielsen & Associates LLC
Investor Membership Interests

Name	Address	Interest
Frank H. Paschen	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	74.0
William M. Barkowski	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	4.0
James V. Blair	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	10.0
Frank H. Paschen III	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	4.0
Joseph V. Scarpelli	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	4.0
Robert F. Zitek	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	4.0

29-Dec-10

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

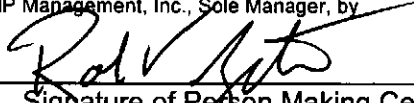
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Robert F. Zitek, being first duly sworn certify

and say that I am Authorized Agent & Vice President
(insert "sole owner," "partner," "president," or other proper title)

of F.H. Paschen, S.N. Nielsen & Associates 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.

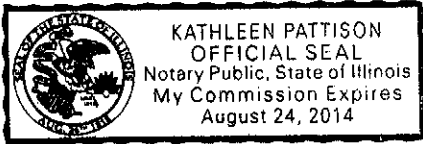
F.H. Paschen, S.N. Nielsen & Associates LLC by
FHP Management, Inc., Sole Manager, by



Signature of Person Making Certification

Robert F. Zitek, Authorized Agent & Vice President

Subscribed and Sworn To
Before Me This 14th Day
of January, 2011.


Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

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

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

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

ACKNOWLEDGED AND AGREED TO:

F.H. Paschen, S.N. Nielsen & Associates LLC by
FHP Management, Inc., Sole Manager, by

BY: _____


Robert F. Zitek, Authorized Agent & Vice President

WITNESS: _____



DATE: January 14, 2011

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

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

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

By: 
(Authorized Officer) by FHP Management, Inc., Sole Manager, by
Robert F. Zitek, Authorized Agent & Vice President

Subscribed and Sworn to
before me this 14th day
of January, 2011


Notary Public



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

Robert F. Zitek, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

F.H. Paschen, S.N. Nielsen & Associates LLC, having submitted a proposal for:
(Name of Company)

Intersection & Roadway Improvements - 143rd Street & LaGrange Road
(PROJECT)

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

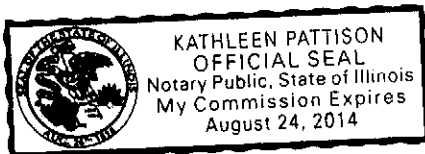
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures 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 F.H. Paschen, S.N. Nielsen & Associates LLC 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.)

F.H. Paschen, S.N. Nielsen & Associates LLC by
FHP Management, Inc., Sole Manager, by
By: Robert Zitek
Officer or Owner of Company named above
Robert F. Zitek, Authorized Agent & Vice President

Subscribed and sworn to
Before me this 14th
Day of January, 2011.

Kathleen Pattison
Notary Public





T. DRUG /ALCOHOL POLICY & PROCEDURES

1. POLICY STATEMENT

F.H Paschen, S.N. Nielsen & Associates, LLC. recognizes the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. F.H Paschen, S.N. Nielsen & Associates, LLC. has a commitment to protect people and property, and to provide a safe working environment. The purpose of the F.H Paschen, S.N. Nielsen & Associates, LLC. Drug/Alcohol program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees. Therefore, all employees are covered by this policy and must abide by the provisions set forth in this policy as a condition of employment with F.H Paschen, S.N. Nielsen & Associates, LLC. Any employee who has been convicted of any criminal drug offense which was committed on company premises must notify management within five (5) days of said conviction.

2. DEFINITIONS

A. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, equipment, automobiles, trucks, and other vehicles owned, leased or used by the company. Construction job sites are included.

B. Prohibited Items & Substances - Prohibited substances include illegal drugs including controlled substances, look alike drugs, and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on company premises.

C. Employee - Individuals, who perform work for F.H Paschen, S.N. Nielsen & Associates, LLC. including, but not limited to, management, supervision, engineering, tradesmen, laborers, and clerical personnel.

D. Accident - Any event resulting in injury to any person or any property to which an employee contributed as a direct or indirect cause.

E. Incident - An event which has all the attributes of an accident, except that no harm was caused to any person or any property.

F. Reasonable Cause - Reasonable cause will be found where a change in the employee's behavior or job performance is observed. Such change may be absenteeism, or erratic behavior including, but not limited to noticeable imbalance, incoherence and disorientation.

3. **CONFIDENTIALITY**

A. F.H Paschen, S.N. Nielsen & Associates, LLC., has only the interests of its employees in mind, therefore, encourages any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with that problem. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your substance abuse problem is handled in a confidential manner. However, voluntary requests for assistance will not in any manner preclude F.H Paschen, S.N. Nielsen & Associates, LLC. from taking any disciplinary actions for the violation of this policy.

B. All information obtained or collected from the use of this policy will be maintained in separate, confidential medical files.

C. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."

D. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

E. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

F. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

4. **RULES**

A. All employees must report to work in a physical and/or mental condition that will enable them to perform their jobs in a safe and efficient manner.

Employees shall not:

1. Use, manufacture, possess, dispense or receive prohibited items and/or substances on or at the company premises including construction sites.
2. Report to the company premises with any measurable amount of prohibited substances in their system.

3. Prescription Drugs - Employees using any prescribed medication must immediately inform their supervisor of such prescription drug use if it will affect their ability to perform their designated job duties. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making an appropriate re-assignment.

However, if a re-assignment is not possible, you will be placed on temporary unpaid medical leave until released as fit for duty by the prescribing physician.

5. DISCIPLINE

A. When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, the employee may be suspended until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases:

1. Applicants testing positive for prohibited items or substance use will not be hired.
2. Employees who have not voluntarily come forward, and who test positive for prohibited items or substance use, will be terminated.
3. Employees who refuse to cooperate with testing procedures will be terminated.
4. Employees found in possession of prohibited items or substances while on company premises, including job sites, will be terminated.
5. Employees found using, selling manufacturing, receiving, or distributing prohibited items or substances while on company premises, will be terminated.
6. Employees who test positive for prohibited items or substance while on company premises or while operating any company vehicle, will be terminated.
7. Employees who violate the Prescription Drugs section of this policy will face disciplinary action up to and including termination.

6. DRUG / ALCOHOL TESTING

The parties of this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

A. A pre-employment drug and alcohol test may be administered to applicants who have been made a confidential offer of employment. The applicant must sign a consent form and submit to the drug and alcohol testing process set forth in this policy. Any refusal to do so shall be considered a voluntary withdrawal of the applicant’s application for employment.

B. A test will be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on company premises, of a prohibited item or substance or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee will be provided with an opportunity to explain his/her conduct to the supervisor.

C. Testing will be required if an employee is involved in a workplace accident or incident or if there is a workplace injury;

D. Testing will be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for a 1-year period:

E. Employees will also be tested on a voluntary basis. Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated. Drug and/or alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse and/or College of American Pathology, and may consist of either blood or urine tests, or both, as required. Blood test will be utilized for post accident investigation only. The company will bear the cost of all testing procedures.

7. **REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

Employees are encouraged to seek help for a drug and/or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable medical benefits facility available under the company insurance program for employees who are covered by the company insurance program.

If treatment necessitates time away from work, the company shall provide for the employee a one time unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists. For the purposes of this policy, the term former employment status will mean a position which is comparable to the employee's previous position before the unpaid leave of absence for participation in the treatment program. F.H Paschen, S.N. Nielsen & Associates, LLC. will solely determine the issue of former employment status.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug and alcohol tests without reasonable cause for a period of one (1) year. A positive test will then result in the termination of employment.

FHP Sticker # _____

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

EMPLOYEE HEALTH AND SAFETY TRAINING PROGRAM

The undersigned verifies receiving initial orientation training on F.H Paschen, S.N Nielsen & Associates, LLC Employee Health and Safety Training Program.

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

Administrator (Print Name)

Administrator's Signature & Date Signed

Employee (Print Name)

Employee's Signature & Date Signed

APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Robert F. Zitek, having been first duly sworn depose
and state as follows:

I, Robert F. Zitek, am the duly authorized
agent for F.H. Paschen, S.N. Nielsen & Associates LLC, which has
submitted a bid to the Village of Orland Park for
Intersection & Roadway Improvements - 143rd St. & LaGrange Rd. and I hereby certify
(Name of Project)

that F.H. Paschen, S.N. Nielsen & Associates 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.

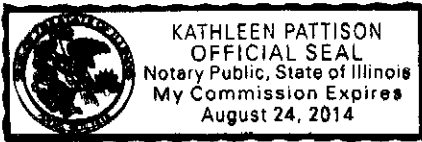
F.H. Paschen, S.N. Nielsen & Associates LLC by
FHP Management, Inc., Sole Manager, by

By: *Robert F. Zitek*

Title: Robert F. Zitek, Authorized Agent & Vice President

Subscribed and Sworn to
Before me this 14th
Day of January, 2011

Kathleen Pattison
Notary Public



REFERENCES

(Please type)

REFERENCE#1

ORGANIZATION Illinois State Toll Highway Authority

ADDRESS 2700 Ogden Avenue

CITY, STATE, ZIP Downers Grove, Illinois 60515

PHONE NUMBER 630-241-6800

CONTACT PERSON Paul Kovacs, Chief Engineer

DATE OF PROJECT Numerous Projects from 1995 - Current

REFERENCE#2

ORGANIZATION Illinois Department of Transportation

ADDRESS 201 Center Court

CITY, STATE, ZIP Schaumburg, Illinois 60196

PHONE NUMBER 847-705-4000

CONTACT PERSON Ray Parnell, Resident Engineer

DATE OF PROJECT Numerous Projects from 1994 - Current

REFERENCE#3

ORGANIZATION City of Chicago Department of Transportation

ADDRESS 30 N. LaSalle Street

CITY, STATE, ZIP Chicago, Illinois 60602

PHONE NUMBER 312-744-3613

CONTACT PERSON Christopher Kent, Head of Construction

DATE OF PROJECT Numerous Project from 1994 - Current

Bidder's Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Signature & Date:  January 14, 2011
Robert F. Zitek, Authorized Agent & Vice President

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder'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
Additional Insured Endorsement & 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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, V3 Companies of Illinois, and IDOT 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 14th DAY OF January, 2011



Signature

Authorized to execute agreements for:

Robert F. Zitek, Authorized Agent & Vice President

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

Printed Name & Title

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2010

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 500 WEST MONROE STREET CHICAGO, IL 60661 057572-ALL-GAWUX-10-11	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Co		24147
INSURER B: Illinois National Ins Co		23817
INSURER C: Westchester Fire Insurance Company		21121
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-003573611-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			B5DG96031001	10/01/2010	10/01/2011	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B5CA96031001	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ 10,000			9788881	10/01/2010	10/01/2011	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	B5DW96031001 (AOS)	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A				B5CW96031001 (WI)	10/01/2010	10/01/2011	<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	EXCESS LAYER LIABILITY			G21986094006	10/01/2010	10/01/2011	Each Occurrence:	25,000,000
							Aggregate:	25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Village of Orland Park, IL Intersection and roadway improvements 143rd st. & LaGrange Rd.
 The Village of Orland Park, V3 Companies of Illinois, IDOT and their respective officers, trustees, directors, employees and agents are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER Village of Orland Park, Illinois Village Clerks Office 14700 South Ravinia Avenue Orland Park, IL 60462	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 of Marsh USA Inc. Katey E. Jones
---	---

OLD REPUBLIC INSURANCE COMPANY

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 Person or Organization: WHERE WRITTEN CONTRACT REQUIRES INDEMNIFICATION FOR LIABILITY ARISING OUT OF "YOUR WORK".
Location And Description of Completed Operations:

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

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 work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Named Insured			
Policy Number		Endorsement No.	
Policy Period		to	Endorsement Effective Date:
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE		DATE

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OLD REPUBLIC INSURANCE COMPANY

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:

WHERE WRITTEN CONTRACT REQUIRES INDEMNIFICATION FOR LIABILITY ARISING OUT OF YOUR ONGOING OPERATIONS.

(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. (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
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. **Exclusions** (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.

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

Named Insured			
Policy Number		Endorsement No.	
Policy Period	to	Endorsement Effective Date:	
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE		DATE
---------------------------	--	------

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OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:
1. The coverage or limits of this policy, or
 2. The coverage or limits required by said contract or agreement.

Named Insured			
Policy Number		Endorsement No.	
Policy Period		to	Endorsement Effective Date:
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC INSURANCE COMPANY

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):

Location(s) of Covered Operations

As required by written contract:

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured			
Policy Number		Endorsement No.	
Policy Period		to	Endorsement Effective Date:
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 F.H. Paschen, S.N. Nielsen & Associates LLC
 8725 W. Higgins Rd., Suite 200
 Chicago, IL 60631

SURETY:

(Name, legal status and principal place of business)
 Continental Casualty Company
 333 S. Wabash Avenue, 41st Floor
 Chicago, IL 60604

OWNER:

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

BOND AMOUNT: Ten Percent of the Bid Amount (10% of the Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)
 Intersection and Roadway Improvement; 143rd Street & LaGrange Road; Orland Park, Illinois

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.

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.

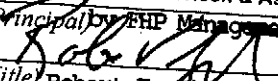
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 14th day of January, 2011


 (Witness)

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

(Principal) by , Sole Manager, by

(Title) Robert F. Zitek, Authorized Agent & Vice President
 Continental Casualty Company


 (Witness) Beatriz Polito

(Surety)  (Seal)

(Title) Adrienne C. Stevenson, Attorney-In-Fact

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

Init. /
 AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**STATE OF ILLINOIS
COUNTY OF COOK**

I, Beatriz Polito, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, 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 they signed, sealed, and delivered said instrument for and on behalf of

CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 14th day of January A.D. 2011

Beatriz Polito
Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Sandra Nowakowski, John K Johnson, Linh B Bucholtz, Beatriz Polito, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 27th day of December, 2010.



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

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of December, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of January, 2011.



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

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

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

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

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

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

F.H. Paschen, S.N. Nielsen & Associates LLC
8726 W. Higgins Rd., Suite 200
Chicago, IL 60631

SURETY:

(Name, legal status and principal place of business)

Surety A: 929521544
Continental Casualty Company
333 S. Wabash Avenue, 41st Floor
Chicago, IL 60604
Surety B: 285037208
Safeco Insurance Company of America
2815 Forbs, Suite 102
Hoffman Estates, IL 60192
Surety C: 8992927
Fidelity and Deposit Company of Maryland
1400 AMERICAN LANE, TOWER I, 19TH FLOOR,
SCHAUMBURG, IL 60196

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

OWNER:

(Name, legal status and address)

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

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

CONSTRUCTION CONTRACT

Date: February 22, 2011

Amount: Ten Million Five Hundred Thirteen Thousand Two Hundred Two & 74/100—Dollars
(\$10,513,202.74)

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

Description:

(Name and location)

Intersection Improvements - 143rd and LaGrange Road

BOND

Date: February 22, 2011

(Not earlier than Construction Contract Date)

Amount: Ten Million Five Hundred Thirteen Thousand Two Hundred Two & 74/100—Dollars
(\$10,513,202.74)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

F.H. Paschen, S.N. Nielsen & Associates LLC
by FHP Management, Inc., Sole Manager

Signature: 

Name Robert F. Zitek

and Title: Authorized Agent & Sr. V.P.

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

SURETY

Company: *(Corporate Seal)*

Continental Casualty Company,
Safeco Insurance Company of America and Fidelity and Deposit Company of Maryland

Signature: 

Name Adrienne C. Stevenson

and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh USA Inc.
600 W. Monroe St., Suite 2100
Chicago, IL 60661
312.627.6000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

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



AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

F.H. Paschen, S.N. Nielsen & Associates LLC
8726 W. Higgins Rd., Suite 200
Chicago, IL 60631

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: February 22, 2011

SURETY:

(Name, legal status and principal place of business)

Surety A: 929521544
Continental Casualty Company
333 S. Wabash Avenue, 41st Floor
Chicago, IL 60604
Surety B: 285037208
Safeco Insurance Company of America
2815 Forbes, Suite 102
Hoffman Estates, IL 60192
Surety C: 8992927
Fidelity and Deposit Company of Maryland
1400 AMERICAN LANE, TOWER 1, 19TH FLOOR,
SCHAUMBURG, IL 60196

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

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

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

Amount: Ten Million Five Hundred Thirteen Thousand Two Hundred Two & 74/100—Dollars
(\$10,513,202.74)

Description:

(Name and location)

Intersection Improvements - 143rd and LaGrange Road

BOND

Date: February 22, 2011

(Not earlier than Construction Contract Date)

Amount: Ten Million Five Hundred Thirteen Thousand Two Hundred Two & 74/100—Dollars
(\$10,513,202.74)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

F.H. Paschen, S.N. Nielsen & Associates LLC
by FHP Management, Inc., Sole Manager

Signature:

Name Robert F. Zitek
and Title: Authorized Agent & Sr. V.P.

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

SURETY

Company: *(Corporate Seal)*

Continental Casualty Company,
Safeco Insurance Company of America and Fidelity and Deposit Company of Maryland

Signature:

Name Adrienne C. Stevenson

and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh USA Inc.
500 W. Monroe St., Suite 2100
Chicago, IL 60661
312.627.6000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

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

STATE OF ILLINOIS
COUNTY OF COOK

I, Katherine J. Foreit, a Notary Public in and for said County, do hereby certify
that

Adrienne C. Stevenson as Attorney-in-Fact, 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 they signed, sealed, and delivered said instrument for and on behalf of

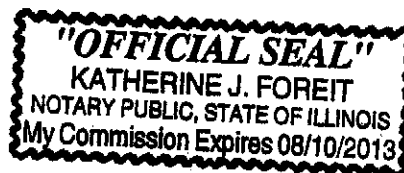
Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	A Maryland Corporation
Safeco Insurance Company of America	A Washington Corporation

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,
this 22nd day of February, 2011

Katherine J. Foreit

Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Sandra Nowakowski, John K Johnson, Linh B Bucholtz, Beatriz Polito, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 27th day of December, 2010.



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

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of December, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 22nd day of February, 2011.



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

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

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

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

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

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **RALPH E. NOSAL, THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, KATHERINE J. FOREIT, LINH B. BUCHOLTZ, BEATRIZ POLITO, ADRIENNE C. STEVENSON, JOHN K. JOHNSON, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS.....**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100** ***** DOLLARS (\$ 300,000,000.00***** *****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of December, 2010



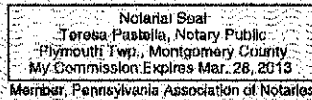
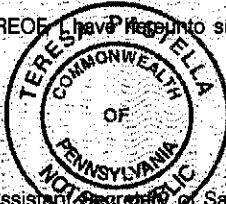
SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of February, 2011



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Ralph E. NOSAL, C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVENSON, John K. JOHNSON and Beatriz POLITO, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Ralph E. NOSAL, C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVENSON, John K. JOHNSON, Beatriz POLITO, dated December 17, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Frank E. Martin Jr.

By:

Gregory E. Murray Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 17th day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

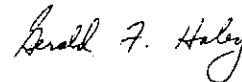
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company.

this 22nd day of February, 2011.



Assistant Secretary



MEMORANDUM

DATE: January 20, 2011
TO: Ed Wilmes
FROM: George Schober and Ed Herlihy
CC: file 98036.07, Tom Valaitis, Lou Gallucci, Jason Holy
RE: **INTERSECTION AND ROADWAY IMPROVEMENT**
143RD STREET & LAGRANGE ROAD
Bid Review Summary

The bids of the two lowest bidders were thoroughly checked and no arithmetic errors were found in either bid. We have also reviewed the bids against the average of all bids received as well as the Engineers Opinion of Probable Construction Cost. A summary of the results of this review are below.

The following items are significantly outside of the average of the bids received.

1. 20200100 - EARTH EXCAVATION - The low bid unit price for this item is \$17.00/CY. The average of the bid received for this item is \$28.49/CY. The percentage difference is significant, and this item represents a difference of \$122,000 from average bid. The contractor likely has a local dump that will accept this material or plans to use it on an adjacent project.
2. 40603085 - HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 – The low bid unit price is \$1.00/ton. The average of the bid received for this item is \$59.83/ton. This may have been an error in the bid. This item is required for temporary pavement widening in stage 1. The contract does allow the contractor to propose alternate staging plans. The low bid price for this item may reflect a staging strategy that the contractor will be proposing.
3. 66900205 - SPECIAL WASTE DISPOSAL - The low bid unit price for this item is \$40.75/CY. The average of the bid received for this item is \$66.79/CY. While the percentage difference from the average bid price is significant (39%), the difference from the second low bidder is less than 10%. The contract specifications for this work are significantly detailed in the bid documents and referenced IDOT specifications.
4. 44000100 - PAVEMENT REMOVAL – the low bid unit price for this item is \$10.00/SY. The average of the bid received for this item is \$13.33/SY. Although the percentage difference is not significant, this item represents a difference of \$39,000 from the next lowest bid and \$131,000 from average bid. The contractor likely is planning to crush the existing pavement either on grade or at one of the designated staging areas described in the bid documents. This material will likely be recycled and used for the new 12" aggregate subgrade.
5. Z0001050 - AGGREGATE SUBGRADE, 12" - the low bid unit price for this item is \$7.00/SY. The average of the bid received for this item is \$11.00/SY. The percentage difference for this item is significant. This item represents a difference of \$72,000 from the next lowest bid and \$192,000 from average bid. The contractor is likely planning to use recycled material from the pavement crushing operation for this item.

Memorandum: INTERSECTION AND ROADWAY IMPROVEMENT
143RD STREET & LAGRANGE ROAD
Bid Review Summary

Although the above items appear to represent some variance from a norm or average price, we have reviewed each item and do not believe that any of these items will cause an increase cost liability to the Village. As such, these variances do not merit rejection of the low bid.

We have also reviewed the Alternates for the project and have the following comments:

6. Alternate #1 – Clay Brick Pavers vs. Precast Concrete Pavers – Acceptance of this alternative represents a cost savings to the village for equal or superior product. We recommend acceptance of this alternate.
7. Alternate #2 – Pedestrian Pole Substitution - Acceptance of this alternative represents a cost increase to the village for a similar product. We do not recommend acceptance of this alternate.
8. Alternate #3 – Additional Masonry Columns - Pay item unit prices for this alternative bid differ from the unit prices in the base bid.

	<u>Alt 3</u>	<u>Base Bid</u>
Masonry Wall	\$80	\$90.16
Precast Concrete Caps	\$660	\$625.00
Precast Concrete Ledge	\$36	\$30

The net cost differential is not significant. The unit prices bid for alternate 3 are within industry standards for this type of work. V3 recommends the village accept this alternate.

Alternate 4 - Masonry Wall Substitution with Segmental Block - We do not recommend the acceptance of this alternative because the cast in place masonry walls included in the base bid are within the amount budgeted for the project.

9. Alternate 5 – Additional Ornamental Fence - Pay item unit prices for this alternative bid differ from the unit prices in the base bid

	<u>Alt 5</u>	<u>Base Bid</u>
Ornamental fence 4'	\$40.25	\$39.54

The total cost differential is not significant. The unit prices bid for alternate 3 are within industry standards for this type of work. V3 recommends acceptance of this alternate.

10. Alternative #6 – Structural Soil for Tree Wells - There are some minor discrepancies in the bid prices for this alternate versus the prices in the base bid. However the differences are minor and benefit the village. The addition of this alternate to the base bid will be within the amount budgeted. Therefore V3 recommends acceptance of this alternate.

In summary we recommend acceptance of Alternates 1, 3, 5 and 6.

End of Memorandum



January 20, 2011

Mr. Ed Wilmes
Village of Orland Park
15655 South Ravinia Avenue
Orland Park, IL 60462

Re: **INTERSECTION AND ROADWAY IMPROVEMENT
143RD STREET & LAGRANGE ROAD**
Recommendation of Construction Contract Award

Dear Mr. Wilmes:

On January 14, 2011, the bids were opened by the Village Clerk and read aloud. There were six bids received. The average of the bids was \$11,748,931.52 and the bids ranged from a high of \$13,739,410.31 to the low bid of \$10,231,123.74 (base bid) which was submitted by the apparent low bidder, F.H. Paschen, S.N. Nielsen & Associates, LLC (Paschen). The apparent low bidder was \$802,557.10 below the next lowest bidder Long Construction Company.

The bids of the two lowest bidders were thoroughly checked and no arithmetic errors were found in either bid. We have also reviewed the bids against the average of the bids received as well as the Engineers Opinion of Probable Construction Cost. The results of this review are attached. There are several items of note that we call to the Village's attention in the attached memorandum. However none of these items will change the amount of the bid and therefore have no impact on the recommendation of award.

Paschen listed references from the Illinois Tollway, Illinois Department of Transportation and City of Chicago in their bid. The references were not contacted since our staff has experience with Paschen and they are well known in the construction industry as a quality contractor.

Based on our research we find that Paschen is qualified to perform the work covered by the referenced construction contract. We recommend award of the construction contract for the Intersection and Roadway Improvement – 143rd Street & LaGrange Road project to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$10,231,123.74 (Base Bid).

In addition, we recommend that the following alternates be awarded to Paschen in the following amounts:

Alternate #1 - Substitute Clay Pavers for Concrete Pavers	(\$ 6,753.50) (deduct)
Alternate #3 – Masonry Columns, additional locations	\$ 88,720.00 (add)
Alternate #5 – Ornamental Fence, additional locations	\$ 81,707.50 (add)
Alternate #6 – Structural Soil Material	\$118,405.00 (add)

Page 2 of 2
January 20, 2011
Mr. Ed Wilmes


The total recommended award amount to Paschen including the base bid and alternates 1, 3, 5 & 6 is \$10,513,202.74.

V3 also recommends the village include a construction budget contingency amount of 5.0% of the base bid (\$511,556.19) for unforeseen conditions and unanticipated utility relocations.

The total recommended construction budget amount including base bid, alternates 1, 3, 5 & 6 and the 5% contingency is \$11,024,758.93.

If you have any questions or require further information, please contact me or Ed Herlihy.

Sincerely,
V3 COMPANIES OF ILLINOIS, LTD.



George J. Schober, P.E.
Senior Project Manager

GJS/gjs

cc: V3 File 98036.07
Ed Herlihy
Tom Valaitis
Lou Gallucci

Attachment 1

Change Order Management and Disposition

Change Order Oversight Committee – CO₂ Creation, Function, and Authority

Due to the extremely tight schedule for this construction, and in an effort to avoid potentially costly delays, Staff is proposing that all construction Change Orders be managed, reviewed and approved utilizing a Change Order process, which will include the Contractor, Project staff (CM Team) and Village Senior Management (CO₂ Committee). Change Orders will be prepared by the Contractor, presented to the Construction Manager, reviewed by the CM Team, with final disposition by the CO₂ Committee.

In no event can the cumulative value of all Approved Change Orders, less the value of the work remaining, exceed the Board's approved not-to-exceed construction budget.

Contractor's Role

The Change Order process proposed requires the Contractor to provide a written, signed and dated detailed scope and cost proposal for the added or changed work being requested, as well as two possible alternates (if they exist), as well as a justification for the requested additional work. The Change Order will be presented to the Construction Manager, who will date and sign it as being received.

CM Team

Within 48 hours of receipt the Change Order will be reviewed by the Construction Manager and Village Staff, including the Director of Public Works (CM Team), for further action and recommendation for disposition by the CO₂ Committee. Prior to providing recommendation, the CM Team may call upon the Design Engineer for further review, clarification or recommendation regarding technical matters concerning the Change Order before forwarding the Change Order to the CO₂ Committee for review and recommendation.

Change Order Oversight Committee – CO₂

A Change Order Oversight (CO₂) Committee comprised of the Village Manager, the Director of Public Works and Engineering, the Director of Finance, ~~the Director of Public Works and Engineering~~, and the project's consultant Construction Manager is proposed to provide timely disposition of every Change Order presented .

This Committee will meet weekly (or more or less frequently as needed) to provide direction to the Contractor regarding the Contractor's requests for the authorization of changes that affect the Contractor's bid, or ability to perform the work per the approved schedule.

After receiving the Change Order from the CM Team, the CO₂ Committee will review all Change Order requests, and shall make a determination regarding every request that will either Authorize, provide a Request for Information (RFI), or Reject the Change Order.

Approved Change Orders

Upon the authorization of the Change Order by the CO₂ Committee, the Contractor may proceed with the requested work per the terms of the Authorized Change Order. Authorization is defined as the signature on the Change Order by the Village Manager, the Director of Finance, and the Director of Public Works and Engineering, or any of their Proxy's (Notice of Proxy to be provided to CM Team by member requesting temporary substitution).

Returned Change Orders

When Change Orders are returned to the Contractor bearing a Request for Information, a short narrative by the CM Team shall be placed on the returned Change Order stating why it was returned, and what shall be required of the Contractor before it may be resubmitted.

Rejected Change Orders

If a Change Order is Rejected, a written explanation for the rejection will be noted on the Change Order, and the Change Order shall be returned to the Contractor by the Construction Manager.

Change Orders having a cumulative value up to \$2,500.00

As Change Orders often involve small items that are of less significance and expense, for those Change Orders having an individual or cumulative value of \$2,500.00 or less, a more streamlined process may be utilized, Both processes require the exact same information from the Contractor with review by the Project staff. The difference is that signature authority rests with the Director of Public Works and Engineering, and more importantly the speed of resolution and approval.

All Change Orders individually or cumulatively less than or equal to \$2,500.00 for a given scope of work will follow the Contractor submittal and review process by the CM Team as outlined above, except that the Change Orders do not require CO₂ Authorization. In these instances, the Change Order Authorization may be provided by the Director of Public Works and Engineering, and shall be reported monthly as outlined above.

Potential Change Orders

The Construction Manager will also keep a log of all "Potential Change Orders (PCO)" which shall consist of items not yet fully developed for presentation as a Change Order by the Contractor. This PCO log shall be reviewed by the CM Team who will provide written or verbal notice to the Village Manager and Director of Finance regarding matters of concern that may be forthcoming.

Reporting to Board of Trustees

The CO₂ Committee shall provide to the Board of Trustees at their second meeting of each month, a monthly report regarding the Project's status, including a progress report and financial recap of construction costs, the cost of all approved and pending Change Orders, that have come before the Committee, and the costs associated with Potential Change Orders that have been submitted by the Contractor, but not yet acted upon by the CM Team. In no event can the cumulative value of all Authorized Change Orders, less the value of the work remaining, exceed the approved not-to-exceed budget value contained within the Ordinance authorizing the construction contract.