

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

**Legistar File ID#:** 2012-0511

**Innoprise Contract #:** C12-0076

**Year:** 2012

**Amount:** \$255,729.70

**Department:** Parks - Frank Stec

**Contract Type:** Small Construction

**Contractors Name:** Fuertes Systems Landscaping Inc

**Contract Description:** Centennial Park Play Unit

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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

[www.orland-park.il.us](http://www.orland-park.il.us)



**VILLAGE HALL**

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

September 11, 2012

Mr. Rafael Hurtado  
Fuertes Systems Landscaping, Inc.  
15100 S. Indian Boundary Rd.  
Plainfield, Illinois 60544

**RE: *NOTICE TO PROCEED***  
***Centennial Park Play Unit***

Dear Mr. Hurtado:

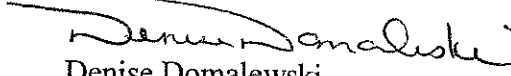
This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of September 10, 2012. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated September 5, 2012 in an amount not to exceed Two Hundred Fifty Five Thousand Seven Hundred Twenty-Nine and 70/100 (\$255,729.70) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

Encl:

CC: Frank Stec

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
www.orland-park.il.us



VILLAGE HALL

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

August 30, 2012

COPY

Mr. Rafael Hurtado  
Fuentes Systems Landscaping, Inc.  
15100 S. Indian Boundary Rd  
Plainfield, Illinois 60544

**NOTICE OF AWARD - CENTENNIAL PARK PLAY UNIT**

Dear Mr. Hurtado:

This notification is to inform you that on September 4, 2012, the Village of Orland Park Board of Trustees is expected to approve awarding Fuentes Systems Landscaping, Inc. the contract in accordance with the bid you submitted dated August 21, 2012, for Centennial Park Play Unit for an amount not to exceed Two Hundred Fifty Five Thousand Seven Hundred Twenty-Nine and 70/100 (\$255,729.70) Dollars. Alternate A - Foul Pole Entry Monument is excluded from this contract.

Since time is critical in this project, the Village is sending the documents in advance of formal Board approval. Please return the signed documents to me as soon as possible so that we can sign and fully execute the contract as soon as the Board formally approves it.

1. I am attaching the Contract for Centennial Park Play Unit. 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. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.
3. Please submit Performance and Payment Bonds, dated September 5, 2012. Your Bid Bond will

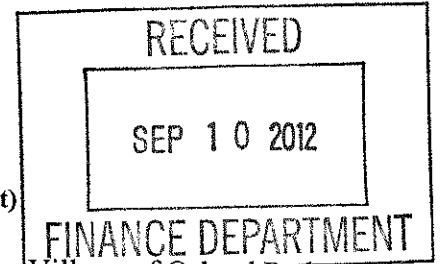
be returned upon receipt of the Performance and Payment Bonds.

**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. However, since time is of the essence, you will be issued a *Notice to Proceed* letter prior to receipt of the bonds, but a purchase order (and consequently payment) will not be issued until bonds are on file. 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](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
*Denise Domalewski*  
Contract Administrator

cc: Frank Stec  
Ellen Baer

**VILLAGE OF ORLAND PARK  
CENTENNIAL PARK PLAY UNIT  
(Contract for Small Construction or Installation Project)**



This Contract is made this **5<sup>th</sup> day of September, 2012** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Fuertes Systems Landscaping Inc. (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 for the Work as described in Section 2 hereunder
  - o The Invitation to Bid
  - o The Instructions to the Bidders
- The Bid Proposal 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:

*Installation of new play equipment and amenities at Centennial Park, 15600 West Avenue, Orland Park, Illinois, as per the plans and specifications prepared by Norris Design.*

***SPECIAL CONDITIONS:***

- *Time is of the essence on this project. Park must be completed **no later than October 4, 2012** with no exceptions, as the grand opening celebration is scheduled for October 6, 2012.*

- *The Village of Orland Park shall provide the equipment;*
- *Surrounding ballfields and concession area must remain accessible throughout construction of playground;*
- *CONTRACTOR shall include a one year maintenance period for all work installed; beginning on date of substantial completion.*

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

Unit Prices (if any):

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<b>SITE FURNISHINGS</b>				
Install bench, Dumor , 6',.Include all cost associated with the installation.	2	Ea.	400	800
Install stadium seats. Include all cost associated with the installation.	2	Ea.	420	840
Install trash receptacle. Include all cost associated with the installation.	2	Ea.	272	544
Install 36" dia. custom concrete baseball play feature. Include all cost associated with the installation.	3	Ea.	450	1350
Install Swing Structure, 2-5 yr. play structure, 5-12 yr. play structure, Omni-Spin play feature, and at grade panel features. Include manufacturer specified footings and structural requirements and all cost associated with installation.	1	l.s.	28,000	28,000
4' Ornamental Playground Fence, Ameristar, Meritage Plus, Majestic Style	460	l.f.	51.50	23,690
Ramp Railing, surface mounted. Custom radii per detail 3/L-06	105	l.f.	187	19,635
<b>SURFACING</b>				
Unilock Pavers, Holland Premier, Sierra. Include specified sub base and all cost associated with installation.	1080	s.f.	13	14,040
Poured-in-Place rubberized playground sufacing. Include specified sub base and all cost associated with installation.	6000	s.f.	14.85	89,100

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Soft Surface Tiles. Include specified sub base and all cost associated with installation.	272	Ea.	27	7344
X-grass Synthetic Turf	1321	s.f.	19.70	26,023.70
Concrete curb. Include specified sub base and all cost associated with installation.	104	l.f.	24	2496
Concrete Ramp w/ Concrete Walls. Include specified sub base and all cost associated with installation.	1	l.s.	15940	15,940
10" (ht.) Concrete Curb. Include specified sub base and all cost associated with installation.	78	l.f.	22	1716
12" (wide) Concrete Apron (See details 2 & 3/L-06. Include specified sub base, all cost associated with installation, and sandblasted "Take Me Out To The Ballgame" lyrics.	593	l.f.	27	16011
<b>DRAINAGE</b>				
4" Perforated Playground Drain. Include CA-6 and filter fabric.	285	l.f.	20	5700
Playground drain cleanout.	5	Ea.	200	1000
<b>ADDITIONAL ITEMS</b>				
Survey and Staking	1	l.s.	1500	1500

Alternates chosen:

NONE

**TOTAL: Two Hundred Fifty Five Thousand Seven Hundred Twenty-Nine and 70/100 (\$255,729.70) Dollars**

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

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

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by October 4, 2012, (hereinafter referred to as the "CONTRACT TIME.") Liquidated damages shall be assessed for and after this date if the work is not complete. Should the Contractor neglect, refuse, or fail to complete the work under the contract by October 4, 2012, 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 \$1,500.00 per day for each and every calendar day that the work is not complete according to the Village's Plans and Specifications, as liquidated damages and not a penalty. Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

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

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



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

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

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

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:  
Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:  
Rafael Hurtado, President  
Fuertes Systems Landscaping Inc.  
15100 S. Indian Boundary Road  
Palinfield, Illinois 60544  
Telephone: 815-436-6196  
Facsimile: 815-436-0566  
e-mail: furtel@sbcglobal.net


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

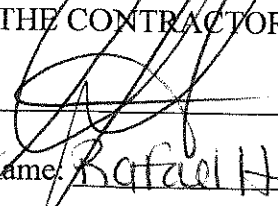
**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

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

**SECTION 11: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE  
By:   
Print name: Paul G. Grimes  
Village Manager  
Its: Village Manager  
Date: 9/10/12

FOR: THE CONTRACTOR  
By:   
Print name: Rafael Huerto  
Its: President  
Date: 9/15/12

**BIDDER SUMMARY SHEET**

**Centennial Park Play Unit**  
Project Name

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

Firm Name: Fuertes Systems Landscaping Inc.

Address: 15100 S. Indian Boundary Rd

City, State, Zip Code: Plainfield, IL 60544

Contact Person: Rafael Hurtado

FEIN #: 30-0087032

Phone: (815) 436-6196 Fax: (815) 436-0566

E-mail Address: Furte2@sbcbglobal.net

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

Addendum No. 1, Dated 8/21/12

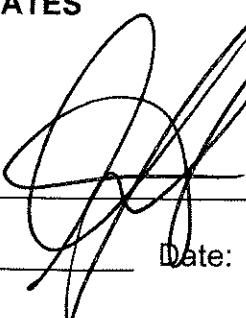
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**TOTAL BID PRICE:** \$ 255,729.<sup>70</sup>

**ADD Alternate "A" – Foul Pole Entry Monument** \$ 8000

**TOTAL BID PRICE WITH ALTERNATES** \$ 263729.<sup>70</sup>

**Estimated time for completion:** 4 Weeks

Signature of Authorized Signee: 

Title: President Date: August 21/2012

### ESTIMATED QUANTITIES FORM

All unit/total prices for each of the items listed shall include all costs involved in the installation of each item or performance of tasks (to include labor and equipment, except where noted), its pro rata share of profits, overhead warranty, and administrative fees, unless otherwise indicated. Refer to technical specifications for exact description of products. Costs listed below will be the basis or additions and subtractions to the base bid amount.

Schedule #1

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<b>SITE FURNISHINGS</b>				
Install bench, Dumor , 6', Include all cost associated with the installation.	2	Ea.	400	800
Install stadium seats. Include all cost associated with the installation.	2	Ea.	420	840
Install trash receptacle. Include all cost associated with the installation.	2	Ea.	272	544
Install 36" dia. custom concrete baseball play feature. Include all cost associated with the installation.	3	Ea.	450	1350
Install Swing Structure, 2-5 yr. play structure, 5-12 yr. play structure, Omni-Spin play feature, and at grade panel features. Include manufacturer specified footings and structural requirements and all cost associated with installation.	1	l.s.	28000	28000
4' Ornamental Playground Fence, Ameristar, Meritage Plus, Majestic Style	460	l.f.	51.50	23690
Ramp Railing, surface mounted. Custom radii per detail 3/L-06	105	l.f.	187	19635
<b>SURFACING</b>				
Unilock Pavers, Holland Premier, Sierra. Include specified sub base and all cost associated with installation.	1080	s.f.	13	14040
Poured-in-Place rubberized playground sufacing. Include specified sub base and all cost associated with installation.	6000	s.f.	14.85	89100
Soft Surface Tiles. Include specified sub base and all cost associated with installation.	272	Ea.	27	7344
X-grass Synthetic Turf	1321	s.f.	19.70	26023.70
Concrete curb. Include specified sub base and all cost associated with installation.	104	l.f.	24	2496
Concrete Ramp w/ Concrete Walls. Include specified sub base and all cost associated with installation.	1	l.s.	15940	15940
10" (ht.) Concrete Curb. Include specified sub base and all cost associated with installation.	78	l.f.	22	1716

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
12" (wide) Concrete Apron (See details 2 & 3/L-06. Include specified sub base, all cost associated with installation, and sandblasted "Take Me Out To The Ballgame" lyrics.	593	l.f.	27	16011
<b>DRAINAGE</b>				
4" Perforated Playground Drain. Include CA-6 and filter fabric.	285	l.f.	20	5700
Playground drain cleanout.	5	Ea.	200	1000
<b>ADDITIONAL ITEMS</b>				
Survey and Staking	1	l.s.	1500	1500

**PROPOSED SUBCONTRACTOR FORM**

List subcontractors and suppliers providing services and/or materials to be furnished and a summarization of the dollar value of each subcontract:

Subcontractor	Scope of Work	Years in Business	Percentage of Work	Contact Person and Phone Number

This is to certify that the names of the foregoing mentioned Subcontractors or material suppliers are submitted with full knowledge and consent of the respective parties

Bidders: Forbes Systems Landscaping Inc.  
(Name of Company)  
By: [Signature] President  
(Signature and Title)  
Date: 8/21/12

Note: The previous sheet may be reproduced by the Contractor to list Subcontractors totaling more than five. Certify each sheet as an original sheet and staple additional sheets to this page.

**BUSINESS ORGANIZATION:**

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

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

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

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.

Fuentes Systems Landscaping (Corporate Seal)  
Business Name

 Signature  
Rafael Hurtado  
Print or type name

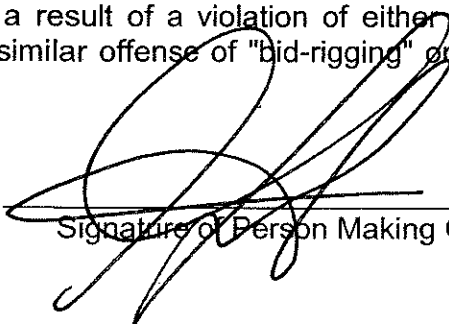
President Title  
8/2/12 Date

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

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

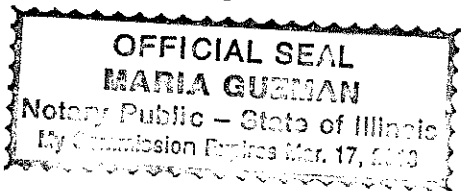
I, Rafael Huado, being first duly sworn certify and  
say that I am President  
(insert "sole owner," "partner," "president," or other proper title)

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

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 21 Day  
of August, 2012

Maria Guzman  
Notary Public





## EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

**ACKNOWLEDGED AND AGREED TO:**

NAME: Rafael Huizado  
SIGNATURE: [Signature]  
WITNESS: [Signature]  
DATE: 8/2/12

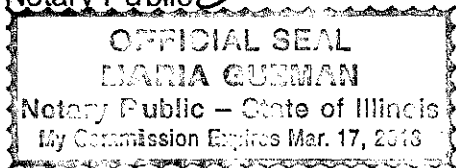
**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

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

Contractor: Fulda Systems  
By: [Signature] (Authorized Officer)

Subscribed and Sworn To  
Before Me This 21 Day  
of August, 2012.

[Signature]  
Notary Public



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

Rafael Huizado, (Officer or Owner of Company), having been first duly sworn deposes and states as follows:

Fuertes Systems Landscaping (Name of Company) having submitted a proposal for:

Centennial Park Play Unit (PROJECT)

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

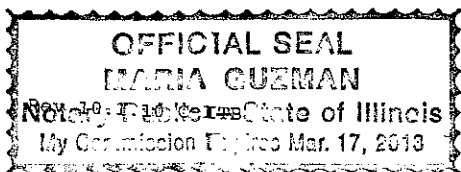
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures 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 all employees (Name of employee/driver or "all employee drivers") is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: Rafael Huizado  
Officer or Owner of Company named above

Subscribed and Sworn To  
Before Me This 21 Day  
of AUGUST, 2012

Maria Guevan  
Notary Public



**APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION**

I, Rafael Hurtado, having been first duly sworn depose and state as follows:

I, Rafael Hurtado, am the duly authorized agent for Fuerte Systems INC., which has

submitted a bid to the Village of Orland Park for

Centennial Park Play Unit. and I hereby certify  
(Name of Project)

that Fuerte System INC.  
(Name of Company)

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

By:   
Title: President

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**REFERENCES**

**(Please type)**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

See Attach

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**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)**

\$2,000,000 – Each Occurrence  
\$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

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

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

ACCEPTED & AGREED THIS 21 DAY OF August, 2012

Signature  
Rafael Huertas  
Printed Name & Title President

Authorized to execute agreements for:  
Huertas Systems Landscaping  
Name of Company

# FUERTES SYSTEMS LANDSCAPING INC

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25100 S INDIAN BOUNDARY ROAD PLAINFIELD, IL 60544 PHONE: 815-436-6196 FAX: 815-436-6196

## PROJECTS COMPLETED

---

PROJECT NAME: Spring Field Park & Arbor Way 2009 Park improvements

PROJECT LOCATION: 2031 Springside Circle & 204 Cedarbrook Rd Naperville, IL 60540

PROJECT BUDGET: \$289,495.00

COMPLETION DATE: 2009

OWNER'S NAME: Naperville Park District

CONTACT PERSON: Mike Piszynski

PHONE: 630-848-5019

PROJECT NAME: Montgomery Park

PROJECT LOCATION: N Mill Street & River St Montgomery, IL

PROJECT BUDGET: 422,223.79

COMPLETION DATE: 2009

OWNER'S NAME: Fox Valley Park District

CONTACT PERSON: Mike Erickson

PHONE: 630-897-0516

PROJECT NAME: West Park Improvements

PROJECT LOCATION: 2222 Birch St Des Plaines, IL

PROJECT BUDGET: \$1,200,000

COMPLETION DATE: Sept. 2010

OWNER'S NAME: Des Plaines Park District

CONTACT PERSON: Paul A Cathey

PHONE: 847-391-5700

PROJECT NAME: Bedford Park Courtyard

PROJECT LOCATION: 6700 S Seventy Eight Ave Bedford Park, IL

PROJECT BUDGET: \$164,145.00

COMPLETION DATE: June 2010

OWNER'S NAME: Bedford Park District

CONTACT PERSON: Kathleen Taloff

PHONE: 708-458-2265

PROJECT NAME: Roesner Park Improvements

PROJECT LOCATION: 148th Place & 149th Street Midlothian, IL

PROJECT BUDGET: \$235,843.10

COMPLETION DATE: Oct. 2010

OWNER'S NAME: Midlothian Park District

CONTACT PERSON: Evelyn PHONE: 708-371-6191



PROJECT NAME: Sears Park  
PROJECT LOCATION: 123rd & Trumbull Ave Alsip, IL  
PROJECT BUDGET: \$1,553,524.15  
COMPLETION DATE: Oct. 2010  
OWNER'S NAME: Alsip Park District  
CONTACT PERSON: Jeanet Huber  
PHONE: 708-389-1003

PROJECT NAME: West Entrance Beautification Project  
PROJECT LOCATION: 1600 Dodge Rd Evanston, IL  
PROJECT BUDGET: \$446,302.44  
COMPLETION DATE: July 2010  
OWNER'S NAME: Evanston Township School District 202  
CONTACT PERSON: Bill Stafford  
PHONE: 847-424-7157 ext 7101

PROJECT NAME: Millcreek Community Park  
PROJECT LOCATION: Keslinger & Mill Street  
PROJECT BUDGET: \$676,227.98  
COMPLETION DATE: 2007  
OWNER'S NAME: Geneva Park District  
CONTACT PERSON: Larry Gabriel  
PHONE: 630-232-4542

PROJECT NAME: Trantina Farm Park  
PROJECT LOCATION: 149street  
PROJECT BUDGET: \$598,001.00  
COMPLETION DATE: 2007  
OWNER'S NAME: Homer Town Ship  
CONTACT PERSON: Pam Meyers  
PHONE: 708-301-0522

PROJECT NAME: 75th Street Park Development  
PROJECT LOCATION: 75R Street  
PROJECT BUDGET: \$725,067.00  
COMPLETION DATE: 2008  
OWNER'S NAME: Woodridge Park District  
CONTACT PERSON: Jeneffer Knitter  
PHONE: 630-353-3340

540 Duane Street  
Glen Ellyn, Illinois 60137  
P 630.547.9372 F 630.790.2204



## MEMORANDUM

Date: August 15, 2012  
To: Frank Stec  
From: Keith Demchinski  
Re: **Addendum #1 Centennial Park Play Unit**

Please note the following changes and/or clarification descriptions for the enclosed Centennial Park Play Unit bid set:

1. The Site Furnishing items of Section 004330, Estimated Quantities Form, have been clarified to note the contractor's responsibility and which items are to be furnished by the Village and which are to be furnished by the contractor.
2. The manufacturer and contact information of item F. of Part 2 - Products of Section 028750 has been changed.
3. On Sheet L-01 of the Site Amenities Schedule, the Manufacturer and Contact for the 36" Custom Concrete Baseball has been changed.
4. Detail 4/L-07, Concrete Baseball Foundation, has been revised to have a 24" square foundation key instead of a 28" round key.

Please fill out the information below and return with your bids as recognition of receiving the addendum. Bids without the attached addendum will not be considered.

Accepted by:

Company: Fuentes Systems

Name & Title: President / Rafael HuAado

Signature: [Handwritten Signature]

**SECTION 004330**

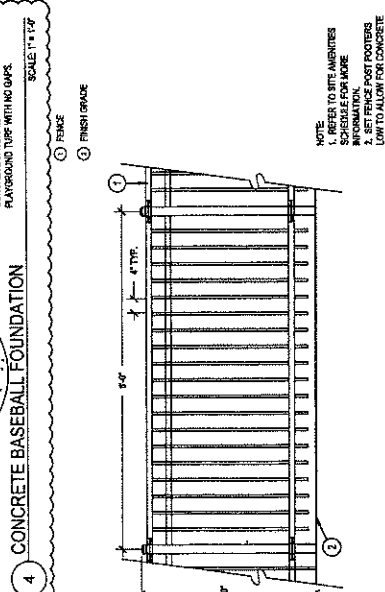
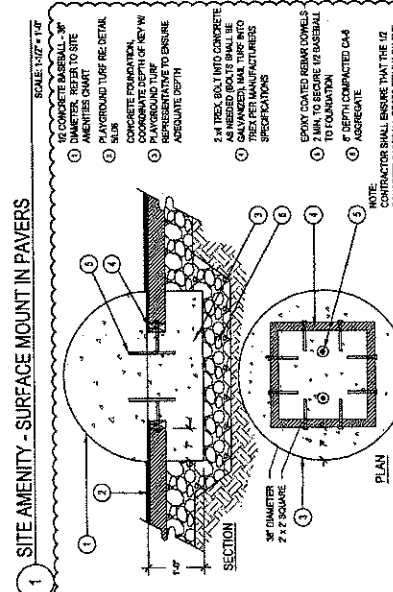
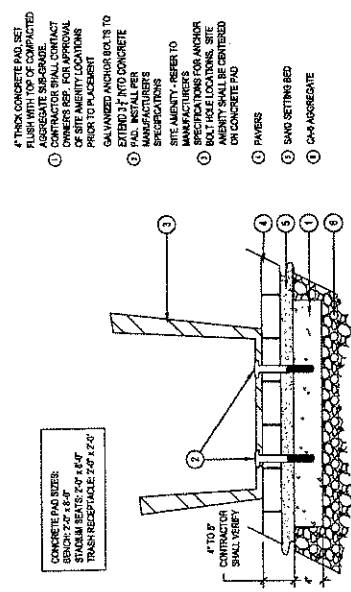
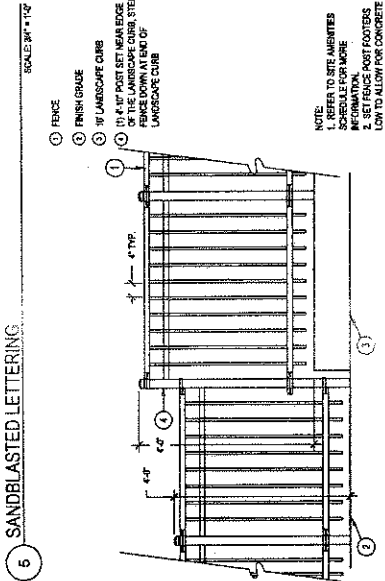
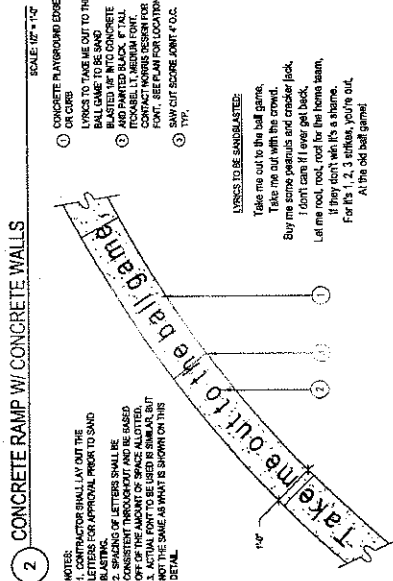
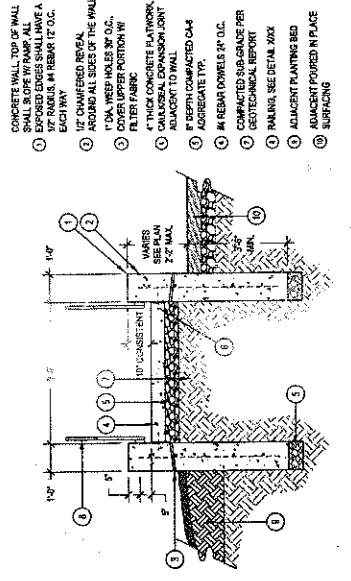
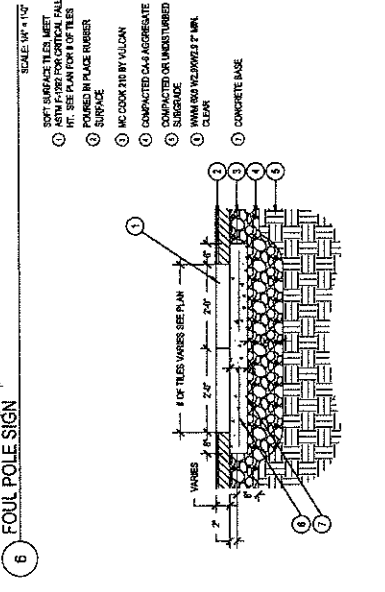
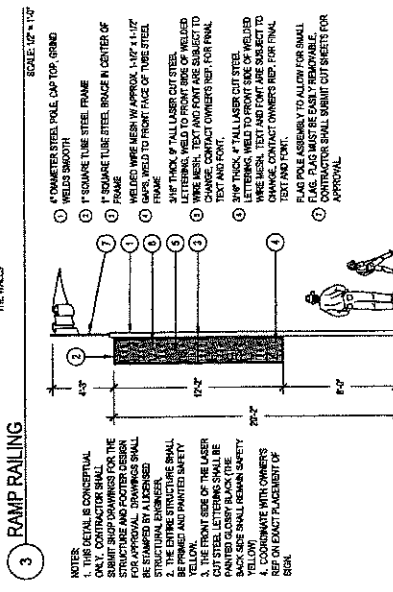
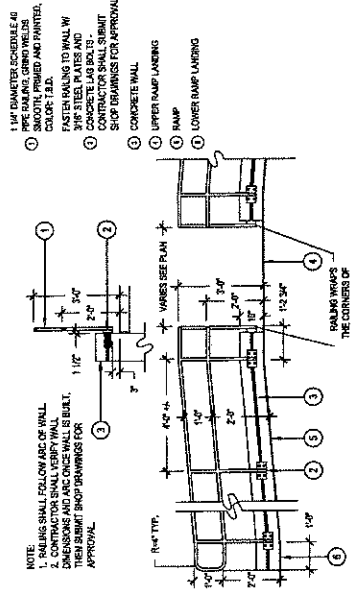
**ESTIMATED QUANTITIES FORM**

All unit/total prices for each of the items listed shall include all costs involved in the installation of each item or performance of tasks (to include labor and equipment, except where noted), its pro rata share of profits, overhead warranty, and administrative fees, unless otherwise indicated. Refer to technical specifications for exact description of products. Costs listed below will be the basis for additions and subtractions to the base bid amount.

Schedule #1

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<b>SITE FURNISHINGS</b>				
Install bench, Dumor , 6',.Include all cost associated with the installation only. Village to furnish benches.		Ea.		
Install stadium seats. Include all cost associated with the installation only. Village to furnish seats.		Ea.		
Install trash receptacle. Include all cost associated with the installation only. Village to furnish trash receptacles.		Ea.		
Install 36" dia. custom concrete baseball play feature. Include all cost associated with the installation only. Village to furnish baseballs.		Ea.		
Install Swing Structure, 2-5 yr. play structure, 5-12 yr. play structure, and at grade panel features. Include manufacturer specified footings and structural requirements and all cost associated with installation only. Village to furnish play equipment.		I.s.		
4' Ornamental Playground Fence, Ameristar, Meritage Plus, Majestic Style, furnish and install		I.f.		
Ramp Railing, surface mounted. Custom radii per detail 3/L-06, furnish and install		I.f.		
<b>SURFACING</b>				
Unilock Pavers, Holland Premier, Sierra. Include specified sub base and all cost associated with installation.		s.f.		
Poured-in-Place rubberized playground surfacing. Include specified sub base and all cost associated with installation.		s.f.		





**SECTION 028750**

**SITE FURNISHINGS**

**PART 1 - GENERAL**

1.01 SUMMARY

Work covered by this specification concerns all labor, materials and equipment necessary for installation of recreational equipment.

1.02 SUBMITTALS

- A. Product Data
- B. Shop Drawings
- C. Samples
- D. Contract Closeout Submittals
  - 1. Project Record Documents
  - 2. Operation and Maintenance
- E. Data Warranty

**PART 2 - PRODUCTS**

2.01 SITE FURNITURE AND ACCESSORIES

- A. Bench  
DuMor, Model 164-60, as distributed by NuToys, Box 2121, LaGrange, Illinois, (800)526-6197.  
Bench shall be 6' length, surface mounted, green..
- B. Stadium Seats  
Model 505-P- green, as distributed by American Seating, 401 American Seating Ctr NW  
Grand Rapids, MI, (616) 732-6600.
- C. Trash Receptacle  
DuMor, Model 87-22, as distributed by NuToys, Box 2121, LaGrange, Illinois, (800)526-6197.  
Trash shall be surface mounted in locations shown on plan. Not included in the order but required by the contractor:
  - 1. 12-gauge spun steel with nylon stops
  - 2. 22 gallon plastic liner
- D. Safety Surfacing  
Total Surface, LLC or approved equal, P.O. Box 21, Glenview, IL 60025. Phone 847.657.0808.  
Fax 847-483-0322. Website [www.totalsurfacellc.com](http://www.totalsurfacellc.com). Email [info@totalsurfacellc.com](mailto:info@totalsurfacellc.com).
- E. Synthetic Turf Play Surfacing  
X-Grass Play manufactured X-Grass as distributed by Cunningham Recreation, (800) 438-2780.
- F. Concrete Baseball  
Custom 36" diameter baseball, by Architectural Cast Stone, 2775 Norton Creek Dr, West Chicago, IL, (630)377-4800. Baseball to have a white finish with raised, red, stained stitching. Shop drawings must be submitted for approval by Owner's Representative.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: HC

DATE (MM/DD/YYYY)

09/05/12

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).

<b>PRODUCER</b> Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village, IL 60007 R. Randall Ross		847-758-1000  847-758-1200	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> FUERT-1	<b>FAX (A/C, No):</b>
<b>INSURED</b> Fuertes Systems Landscaping Inc 15100 S Indian Boundary Rd Plainfield, IL 60544		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 24228
		<b>INSURER A:</b> Pekin Insurance Company		
		<b>INSURER B:</b> A (Excellent) IX		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			CL0072438	03/29/12	03/29/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> LOC						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			00P627758	03/29/12	03/29/13	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS						Medical Payment \$ 5,000
<input checked="" type="checkbox"/> NON-OWNED AUTOS			UM/UIM \$ 1,000,000				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CU20011	03/29/12	03/29/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			00WC68928	03/29/12	03/29/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job: Centennial Park Play Unit - The Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns are Additional Insured for General Liability on a Primary and Non-Contributory basis if required by written contract. A Waiver of Subrogation applies in favor of the Additional insured for General Liability and

**CERTIFICATE HOLDER****CANCELLATION**

<b>VILLAGE</b>  Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD:**

HOLDER CODE **VILLAGE**  
INSURED'S NAME **Fuertes Systems Landscaping**

**FUERT-1**  
**OP ID: HC**

PAGE **2**  
DATE **09/05/12**

**Workers Compensation if required by written contract.**

**CG5036**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/  
WAIVER OF RIGHTS OF RECOVERY  
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. Additional Insured - When Required By  
Written Construction Contract For  
Ongoing Operations Performed By You  
For An Additional Insured and/or Your  
Completed Operations**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

(1) does not increase the scope or limits of coverage afforded by this policy; and

(2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

(1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.

(3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

- (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
  - (b) the end of the Policy Period.
- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:
- (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
  - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

**D. Section III - Limits Of Insurance** is amended to include:

- (1) The limits of insurance applicable to the Additional Insured are:
  - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
  - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

**E. Section IV - Other Insurance** is amended to include:

- (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

**F. Section IV - Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

- (1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

**2. Additional Insured - State Or Political Subdivisions - Permits**

**A.** With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

**B.** With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.

**PERFORMANCE BOND** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

Bond No.: 105799619

**CONTRACTOR:**

(Name, legal status and address)  
Fuertes Systems Landscaping Inc.  
15100 S. Indian Boundary Rd.  
Plainfield, IL 60544

**SURETY:**

(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America  
Hartford Connecticut 06183

**OWNER:**

(Name, legal status and address)  
Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

**CONSTRUCTION CONTRACT**

Date: September 5, 2012  
Amount: \$ 255,729.70 (Two Hundred Fifty Thousand Seven Hundred Twenty-Nine and 70/100 Dollars)  
Description:  
(Name and location)  
Centennial Park Play Unit

**BOND**

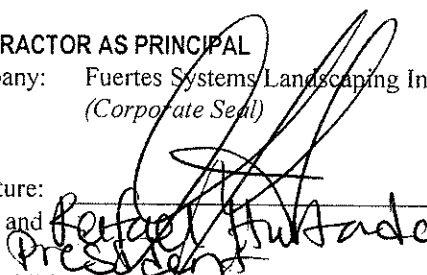
Date: September 5, 2012  
(Not earlier than Construction Contract Date)

Amount: \$255,729.70 (Two Hundred Fifty Thousand Seven Hundred Twenty-Nine and 70/100 Dollars)

Modifications to this Bond:  None  See Section 16

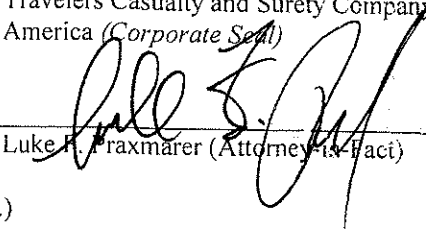
**CONTRACTOR AS PRINCIPAL**

Company: Fuertes Systems Landscaping Inc.  
(Corporate Seal)

Signature:   
Name and Title: Rafael Huizado, President

**SURETY**

Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature:   
Name and Title: Luke F. Praxmarer (Attorney-in-Fact)

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Corkill Insurance Agency, Inc.  
25 Northwest Point Blvd., Suite 625  
Elk Grove Village, IL 60007  
(847) 758-1000

**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**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**PAYMENT  
BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.: 105799619

**CONTRACTOR:**  
(Name, legal status and address)  
Fuertes Systems Landscaping Inc.  
15100 S. Indian Boundary Rd.  
Plainfield, IL 60544

**SURETY:**  
(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America  
Hartford Connecticut 06183

**OWNER:**  
(Name, legal status and address)  
Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

**CONSTRUCTION CONTRACT**

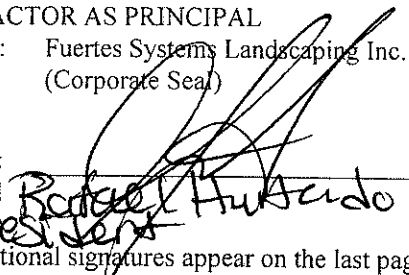
Date: September 5, 2012  
Amount: \$255,729.70 (Two Hundred Fifty Thousand Seven Hundred Twenty-Nine and 70/100 Dollars)  
Description:  
(Name and location)  
Centennial Park Play Unit

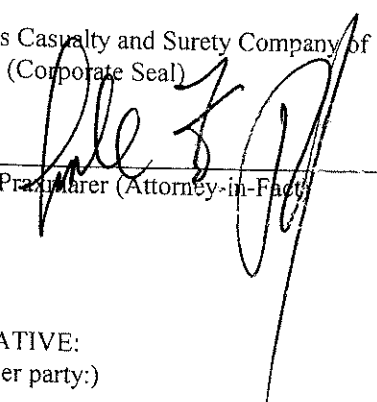
**BOND**

Date:  
(Not earlier than Construction Contract Date)  
September 5, 2012  
Amount: \$255,729.70 (Two Hundred Fifty Thousand Seven Hundred Twenty-Nine and 70/100 Dollars)  
Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: Fuertes Systems Landscaping Inc.  
(Corporate Seal)

**SURETY**  
Company: Travelers Casualty and Surety Company of  
America (Corporate Seal)

Signature:   
Name and Title: Rafael Huerta  
President  
(Any additional signatures appear on the last page of this Payment Bond.)

Signature:   
Name and Title: Luke F. Prater (Attorney-in-Fact)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**  
Corkill Insurance Agency, Inc.  
25 Northwest Point Blvd., Suite 625  
Elk Grove Village, IL 60007  
(847) 758-1000

**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  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225051

Certificate No. 004849034

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

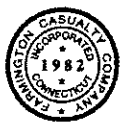
Paul Praxmarer, and Luke Praxmarer

of the City of Elk Grove Village, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of May, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 4th day of May, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5 day of September, 2012

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

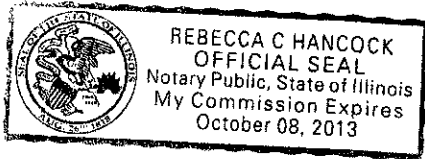
WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

# ACKNOWLEDGMENT OF CORPORATE SURETY

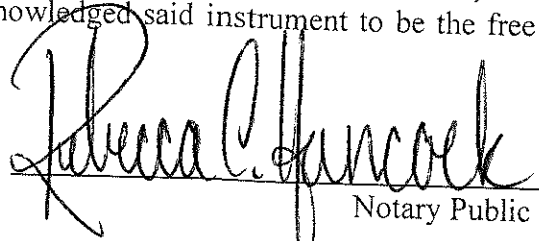
STATE OF ILLINOIS

County of **Cook**

On this **5<sup>th</sup>** day of **September, 2012** before me appeared **Luke F. Praxmarer** to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the **Travelers Casualty and Surety Company of America**, a corporation: that he seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires:  
**October 8<sup>th</sup>, 2013**

  
Notary Public

County of **Cook**, State of **Illinois**