

Contract #444

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0331

Multi Year: ☐

Amount \$281,789.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Fuerte Systems

Contractor's AKA:

Execution Date:

6/25/2008

Termination Date:

11/15/2008

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec/Kimberly Hofkens

Contract Description: Cameno Park Site & Landscape Improvements



Friday, July 11, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

July 11, 2008

Mr. Rafael Hurtado
Fuerte Systems
16317 Riverwood Ct.
Plainfield, Illinois 60586

RE: NOTICE TO PROCEED
Cameno Park Site & Landscape Improvements 2008

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 July 11, 2008. 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 has processed Purchase Order #049063 for this contract/service and faxed this 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 June 25, 2008 in an amount not to exceed Two Hundred Eighty One Thousand Seven Hundred Eighty-Nine and No/100 (\$281,789.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Cc: Frank Stec
Kimberly Flom
Tim Kleist, Cook County

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable
14700 Ravinia Avenue
Orland Park, Illinois 60462-3167
Phone: (708) 403-6180
Fax: (708) 403-9212



Page: 1

Purchase Order Number: 049063

Purchase Order Date: 07/03/08

PURCHASE ORDER

To:

FUERTE SYSTEMS
16317 RIVERWOOD COURT
PLAINFIELD, IL 60586

Ship to:

VILLAGE OF ORLAND PARK

-----, IL -----

Vendor No.		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.				Sales Tax Exempt # E9998 1807 05	
10948							
Deliver By		Vendor Phone Number		Vendor Fax Number		Terms	
06/09/08		TEL# (815) 436-6196		FAX# (815) 436-0566		NET	
Confirm To		Confirm By		Requisitioned By			
		JUDY KONOW		FRANK STEC			
Freight		Contract Number		Account Number		Project	
				02340044517080			
				Requisition No.		Requisition Date	
				50453		06/09/08	
Line#	Quantity	UOM	Item Number and Description			Unit Cost	Extended Cost
1	281789.00	DL	CAMENO PARK IMPROVEMENTS			1.0000	281789.00
			SUB-TOTAL				281789.00
			TOTAL				281789.00
			REMARKS: BOARD APPROVED 6/2/08 2008-0331				

Authorized By:

Judy Konow

Faxed:

7/11/08

Phoned:

Mailed:

VILLAGE OF ORLAND PARK
Cameno Park Site & Landscape Improvements
(Contract for Small Construction or Installation Project)

This Contract is made this **25th day of June, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Fuerte Systems (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

- The Invitation to Bid, issued April 28, 2008
- The Instructions to the Bidders
- Contract Requirements
- Technical Requirements
- Drawings
- Addendum #1 dated May 6, 2008
- Addendum #2 dated May 9, 2008

The Bid Proposal dated May 16, 2008, as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds as 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:

Cameno Park Site & Landscape Improvements which includes colored concrete paving & staining, concrete curbs, cast in place concrete footings, outcropping stone, metal guardrail and affiliated fine grading & drainage

(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:

TOTAL: an amount not to exceed Two Hundred Eighty-One Thousand Seven Hundred Eighty-Nine and No/100 (\$281,789.00) Dollars

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by November 15, 2008, (hereinafter referred to as the "CONTRACT TIME.") Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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: 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
Fuerte Systems
16317 Riverwood Ct.
Plainfield, Illinois 60586
Telephone: 815-436-6196
Facsimile: 815-436-0566
e-mail: Furte1@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.

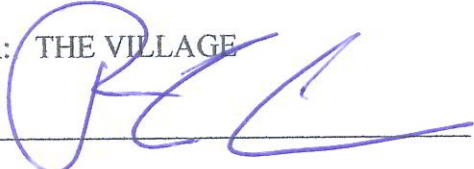
SECTION 8: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: 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

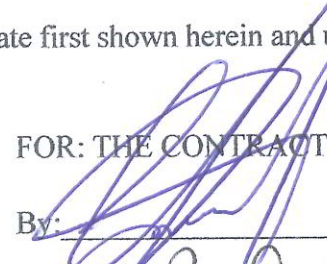
By: 

Print name: Paul G. Grimes

Its: Village Manager

Date: 7/7/08

FOR: THE CONTRACTOR

By: 

Print name: Rafael Huafado

Its: Owner

Date: 6/25/08

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and FUERTE SYSTEMS (the "CONTRACTOR") for **Cameno Park Site & Landscape Improvements** (the "WORK") dated **June 25, 2008** (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

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

1.2 CONTRACTOR'S RIGHTS AND DUTIES

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

Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village. All manufacturers' guarantees and warranties shall be delivered to the Village prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated April 28, 2008 which includes
 - Instructions to the Bidders
 - Invitation to Bid
 - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda, if any

- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 Performance and Payment Bonds if required

ARTICLE 3: PAYMENTS AND COMPLETION

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

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

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

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

ARTICLE 4: TAXES

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

ARTICLE 5: INSPECTION OF MATERIALS

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

ARTICLE 6: ASSIGNMENT

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

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors

or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

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

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

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

ARTICLE 7: GUARANTEES AND WARRANTIES

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

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

ARTICLE 8: DEFAULT

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

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

8.3 All costs and charges incurred by the Village, together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the Village shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Village, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the Village the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

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

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

ARTICLE 10: CONTRACT TIME

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

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of

Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

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

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

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

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

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

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

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

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

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of

patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13: EXECUTION OF CONTRACT

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

ARTICLE 14: CHANGES IN THE WORK

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

ARTICLE 15: TERMINATION

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

BIDDER SUMMARY SHEET

Cameno Park Site and Landscape Improvements
(Project Name)

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

Firm Name: Fuerte Systems

Address: 110317 Riverwood Ct.

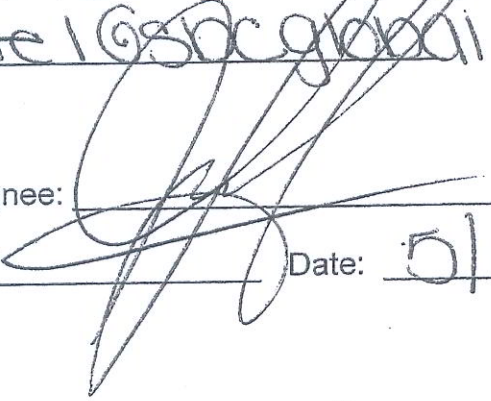
City, State, Zip Code: Plainfield, IL 60586

Contact Person: Rafael Hurtado

FEIN #: 30-0087032

Phone: (815) 431-6916 Fax: (815) 431-0510

E-mail Address: Fuerte1@sbccglobal.net

Signature of Authorized Signee: 

Title: President Date: 5/16/08

TOTAL BID PRICE: \$ 281,789⁰⁰

DEDUCT: Alternate 1 \$ 3,680⁰⁰

Alternate 2 \$ 17,800⁰⁰

Alternate 3 \$ 8,000⁰⁰

Alternate 4 \$ 6,314⁵⁰

SECTION 000415 - SCHEDULE OF VALUES

Date: April 4, 2008

RE: Cameno Park

Project #:04-0387-057-01-06

NOTES:

1. Bidder to complete Section II-Bidder Summary Sheet and enter total amount in appropriate space in Section 000410-Bid Form.
2. Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified.
3. The successful bidder will be required to enter into a lump sum contract agreement with the owner. No additional payments will be made due to discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified.
4. This Schedule of Values form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment.
5. This Schedule of Values form is available in Microsoft Excel format from the landscape architect upon request.

Item	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost
033000	Cast-in-place Concrete				
	guardrail footings	180	EA	150	\$27,000
	arbor footing	400	EA	400	\$16,000
	Section Subtotal:				\$43,000
044300	Stone Masonry				
	outcropping stone	150	TN	300	\$45,000
	arbor column cap	4	EA	2,800	\$11,200
	lannon stone veneer-arbor columns	40	SFF	80	\$3,200
	Section Subtotal:				\$59,400
055000	Metal fabrication				
	arbor	1	LS	30,945	30,945
	arbor installation	1	LS	13,000	13,000
	arbor structural seal / stamp	1	LS	650	650
	Section Subtotal:				\$44,595
099000	Painting				
	arbor paint	1	LS	3,000	3,000
	Section Subtotal:				3,000
129300	Site Furnishings				
	benches	3	EA	2,000	6,000
	Section Subtotal:				6,000

311000 Erosion Control / Site Prep					
silt fence	280	LF	4	\$1,120	
protective tree barrier	115	LF	4	\$460	
tree removal	1	EA	200	\$500	
haybale inlet protection	2	EA	200	\$400	
Section Subtotal:				\$2,480	

312000 Earthwork					
topsoil stripped	300	CY	10	\$3,000	
topsoil respread	500	CY	10	\$5,000	
balanced earthwork	300	CY	15	\$4,500	
soil export	300	CY	10	\$4,500	
Section Subtotal:				\$17,000	

321313 Concrete Paving					
concrete flatwork - color 1	9,984	SF	6	\$59,904	
concrete flatwork - color 2	2,695	SF	6	\$16,170	
concrete flatwork - color 3	370	SF	16	\$5,920	
planter curb - color 3	68	LF	60	\$4,080	
Section Subtotal:				\$86,074	

323119 Decorative Metal Fences & Gates					
guardrail	136	LF	95	\$12,920	
Section Subtotal:				\$12,920	

329100 Prairie Seeding					
basic prairie mix	1,800	SY	4	\$7,200	
wet prairie mix	800	SY	4	\$3,200	
erosion control blanket	2,800	SY	2	\$5,000	
Section Subtotal:				\$15,400	

329200 Lawns & Grasses					
turf seed	1,800	SY	2	\$3,600	
erosion control blanket	1,800	SY	2	\$3,600	
Section Subtotal:				\$7,200	

329300 Exterior Plants					
GDI3.0 Gymnocladus dioicius	2	3" Cal	400	\$800	
QMA2.5 Quercus macrocarpa	6	2.5" Cal	400	\$2,400	
QRU2.5 Quercus rubra	10	2.5" Cal	400	\$4,000	
TAR3.0 Tilia americana	8	3" Cal	450	\$3,600	
RHP.04 Rhus copallina var. latifolia 'Morton'	3	4' ht.	100	\$300	
HSC6 Hemerocallis 'Strawberry Candy'	75	1 Gal	75	\$1,875	
RSS6 Rudbeckia speciosa var. Sullivanti	40	1 Gal	75	\$1,000	
SBL6 Schizachyrium scoparium 'The Blues'	45	1 Gal	75	\$1,125	
SAJ6 Sedum x 'Herbstreude'	90	1 Gal	75	\$2,250	
Mulch	40	1 Gal	30	\$1,200	
Section Subtotal:				\$18,500	

334600 Subdrainage					
underdrain	130	LF	20	\$2,720	
mitered drain	2	EA	800	\$1,600	
Section Subtotal:				\$4,320	

PROJECT TOTAL: \$281,784

Alternate 1					
DEDUCT	omit erosion control blanket	41000	SY	2	\$4,200
ADD	replace with crimped straw	41000	SY	1.70	\$5,520
Alternate 1 Subtotal:					\$1,320

Alternate 2					
DEDUCT	omit Gymnocladus dioicius	2	3" Cal	400	\$800
DEDUCT	omit Quercus macrocarpa	6	2.5" Cal	400	\$2,400
DEDUCT	omit Quercus rubra	15	2.5" Cal	300	\$4,500
DEDUCT	omit Tilia americana	3	3" Cal	450	\$3,600
DEDUCT	omit Rhus copallina var. latifolia 'Morton'	3	4' ht.	150	\$300
DEDUCT	omit Hemerocallis 'Strawberry Candy'	73	1 Gal	25	\$1,825
DEDUCT	omit Rudbeckia speciosa var. Sullivanti	40	1 Gal	25	\$1,000
DEDUCT	omit Schizachyrium scoparium 'The Blues'	45	1 Gal	25	\$1,125
DEDUCT	omit Sedum x 'Herbstreude'	90	1 Gal	25	\$2,250
DEDUCT	omit Mulch	40	1 Gal	25	\$1,000
ADD	replace with turf seed	100	SY	5	\$500
Alternate 2 Subtotal:					\$17,800

Alternate 3					
DEDUCT	omit benches	4	EA	2,000	\$8,000
Alternate 3 Subtotal:					\$8,000

Alternate 4					
DEDUCT	omit concrete stain - color 1	9984	SF	.30	\$4,992
DEDUCT	omit concrete stain - color 2	2,645	SF	.30	\$1,372.50
Alternate 4 Subtotal:					\$6,364.50

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.

<u>Everte Systems</u>	(Corporate Seal)
Business Name	
<u>[Signature]</u>	<u>Rafael Hurtado</u>
Signature	Print or type name
<u>President.</u>	<u>5/16/08</u>
Title	Date

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

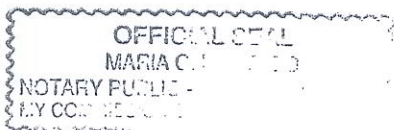
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Rafael Hurtado, being first duly sworn certify
and say that I am owner
(insert "sole owner," "partner," "president," or other proper title)
of Everte Systems, 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 16 Day
of May, 2008.

Maria C. Hunter
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:

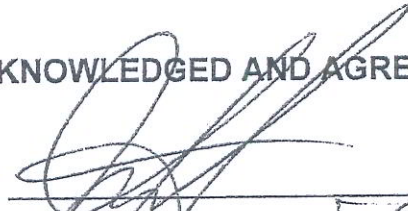
- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative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

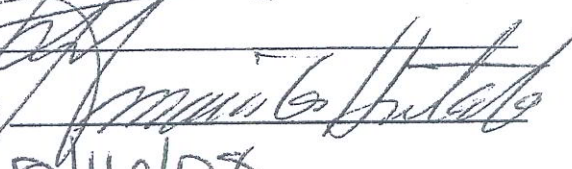
ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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.

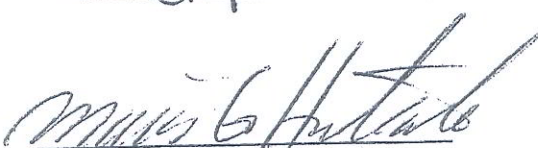
ACKNOWLEDGED AND AGREED TO:

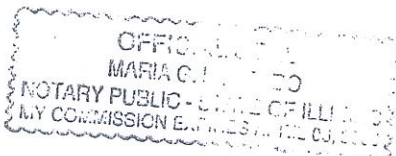
BY: 

ATTEST: 

DATE: 5/16/08

Subscribed and Sworn to
before me this 16 day
of May, 2008


Notary Public



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

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

Contractor:

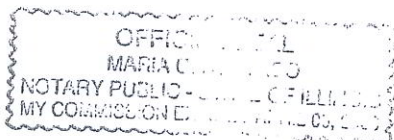
By: _____

(Authorized Officer)

Subscribed and Sworn to
before me this 16 day

of May, 2008

Maria C. [Signature]
Notary Public



VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

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

Fuerte Systems, having submitted a proposal for:
(Name of Company)

Cameno Park Site & Landscape Improvements
(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 Rafael Hurtado is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

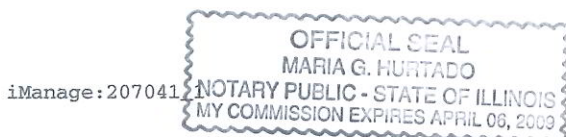
☒ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: [Signature]
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 25
Day of June, 2008.

Maria G. Hurtado
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, which has

submitted a bid to the Village of Orland Park for

Cameno Park and I hereby certify
(Name of Project)

that Fuerte Systems
(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: _____

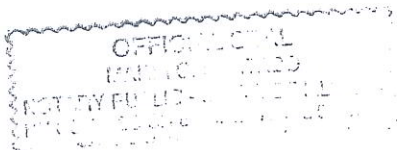
Title: President

Subscribed and Sworn to

Before me this 16

Day of May, 2008

Maurice Hurtado
Notary Public



REFERENCES

(Please type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

see attached

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: _____

Reference:

Fox Valley Park District
712 South River St.
Aurora, IL 60507
Tel. (630)897-0516
Susan Conant

Projects: #1 Tanner Trail Park
Date: 2007
\$179,000.00
Playground installation of
Pathways, picnic shelter, and
Basketball court.

Project # 2 Ashton Pointe Park
Date: 2007
\$114,000.00
Installation of playground,
Picnic shelter, basketball court.

Project #3 Fairfield Way Park
Date: 2007
\$170,000.00
Installation of playground,
Asphalt pathways, Picnic Shelter
And basketball.

Batavia Park District
327 W. Wilson Street
Batavia, IL. 60510
Jim Eley
Tel-(630)879-5235
Fax-(630)879-8537

Project: Mill Creek Park
Date: 2005
\$ 72,000.00
Playground, shelter, concrete,
drainage and landscaping.

Geneva Park District
710 Western Avenue
Geneva, IL 60134
(630)-232-4542
Larry Gabriel

Project: #1 Wellington Park
Date: 2007
\$73,000.00
Concrete Paving, playground
installation, picnic shelter, and
Landscaping.

Project #2 Dryden Park
Date: 2005
\$78,000.00
Excavation, Playground, and
Shelter installation.

Project #3 Hathaway Park
Date: 2005
\$150,000.00
Excavation, concrete work,
Shelter, playground, cropping,
Staircase and landscaping.

Hoffman Estates Park Dist.
1685 W. Higgins
Hoffman Estates, IL 60195
Gary Buczkowski
Tel. (847)885-7500

Project: Vogeley Park
Date: 2007
\$34,939.00
installation of playground
and shelter.

Burr Ridge Park Dist.
15W400 Harvester Drive
Burr Ridge, IL 60527
Jim Pacanowski
Tel. (630)920-1969

Project: Citizens Park
Date: 2007
\$203,000.00
grading, new playground
and skate park installation
asphalt and concrete work.

Joliet Park District
3000 west Jefferson St.
Joliet, IL 60435
Dominic P Egizio

Project: Theodore Crossing
Date:2006-2007
\$99,961.00
site grading and excavation,
Installation of picnic shelter
And playground equipment,
Construction of concrete
Paths.

City of Elgin
Parks and Recreation
Department
100 Symphony Way
Jeremy Helton
Elgin, IL. 60120
Tel-(847)931-6788

Project: Mulberry Grove
Date: 2005
\$380,000.00
Excavation, basketball
court, tennis court, fence,
playground, shelters,
asphalt walking path,
Skating court, landscaping,
concrete work (curb and flat)

Homer Township
14350 W. 151 St. Street
Homer glen, IL 60491
708-301-0522
Heath Wright

Project: Goreham Park and
Yangas Park
Date:2007
\$89,995.00
Playground installation

Bensenville Park District
1000 W. Wood Street
Bensenville, IL 60106
Robert Jarecki
Tel. 630-766-7015

Project: Breiter- Plam Park
Date: 2005
\$218,000.00
Sewer, excavation, 2" water
service, parking lot, walking
Path, asphalt bike Path, and
Concrete work.

Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL.60069
Lydia Scott &
Scott Pippen
Tel-(847)883-8600
Fax-(847)883-8608

Project #1 Memorial Park Path
Date: 2007
\$29,000.00
Installation of Brick Pavers

Project#2 Bicentennial Park
Renovations
Date: 2003
\$100,000.00
Excavation, install stone
Brick paver's pathways

Project #3 IL. Route 22 Hiking
And Recreation Path
Date: 2002
\$250,000.00
Tree removal, excavation,
Retaining wall, asphalt path

Village of Bensenville
12 S. Center Street
Bensenville, IL 60106
Paul F. Kuehnlenz
Tel-(630)350-3413
Fax-(630)350-3449

Project: Heritage Square
Date: 2003
\$50,000.00
Retaining wall

Wheaton Park District
666 S. Main Street
Wheaton, IL. 60187
Michael Springer
Tel-(630)871-2857
Fax-(630)665-5887

Project: Brick paver's plaza
Date: 2003
\$126,000.00
Sidewalk, Seatwall, and
concrete pavers plaza

Williamson Management
215 William Street
Bensenville, IL. 60106
Jory Harnish
Tel-(630)787-0305 ext.302
Fax-(630)787-0336

Project: Segment Retaining
wall at Lake Arlington Town
Homes
Date: 2004
\$ 274,000.00

St. Charles Park District
8 North Avenue
St.Charles, IL. 60174
Dennis Ryan
Tel-(630)584-1885
Fax-(630)584-7413

Project: Pottawatome Park
Date: 2004
\$118,000.00
Concrete, concrete wall, brick
pavers

Sigalos & Associates
451 North York Road
Elmhurst, IL. 60126
John Sigalos
Tel-(630)883-5460
Fax-(630)883-4698

Project: Wheaton College
Date: 2004
\$261,000.00
50,000 S.F. of brick pavers for
Todd Bimmer College

Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL. 60069
Tim Etelamaki
Tel-(630)399-0797

Project: Schaumburg Street
Renovations
Date: 2002
\$300,000.00
Concrete and landscaping

Arrow Road Construction
P.O. Box 334
Mt. Prospect, IL. 60056
Nick Eichenold
Tel-(847)437-0700

Project: Various projects
Date: 2002-2007
\$500,000.00
Excavation, brick pavers,
concrete work and landscaping

Contract Development
230 Indian Boundary Rd
Plainfield, IL. 60544
Carl
Tel-(815)436-8492
Fax-(815)436-8557

Project: Different Projects
Date: 2002-2005
\$100,000.00
Brick pavers

Hinsdale Park District
19 East Chicago Ave
Hinsdale, IL 60521
Robert E. Kotula
Tel:(630)789-7000

Project: Dietz Park Playground
Date: 2005
\$90,350.00
Install Playground Equipment

Naperville Park District
425 W Jackson Ave
Naperville, IL 60540
Damir Latinovic &
Jennifer Strauss
Tel: (630)848-5000
Fax :(630)848-5019

Project: Centennial Park
Date: 2005-2006
\$13,625.00
Site Furnisher

Project #2 Wil O Way Park
Date:2007
\$200,000.00
Site grading, drainage structure
Playground installation, and
Landscaping.

New Lenox Park District
One West Manor Dr.
New Lenox, IL 60451
George
Tel. 815-485-3589

Project#1 Stonebridge Park
Date: 2007
\$138,000.00
Playground installation

Project #2 Wildflower Park
Date: 2005-2006
Playground equipment and
Landscaping

Project #3 Crystal Springs
Date:2006
\$377,565.00
Playground installation

Project #4 Nelson Park Road
Date: 2006
200,000.00
Playground Installation

Hickory Hills Park District
Petkiewicz
8047 W. 91st Place
Hickory Hills, IL 60457
Jennifer Menard
Tel: 708-598-1233
Fax: 708-598-0084

Project: Woodland Park and
Date: 2006
\$229,318.10
Install Playground Equipment
and Landscape.

Westchester Park District
10201 Bond St.
Westchester, IL 60154
Tel. 708-865-8200
Gary Kasanders

Project: Mayfair Park
Date: 2007
\$97,950.00

Mt. Prospect Park District
1000 W. Central
Mt. Prospect, IL 60056
Louis J. Ennesser, Jr
Tel: 847-255-5380

Project #1 Sunset Park
Date: 2006
\$178,868.50
Landscape, Install Playground
Equipment

Project #2 Westbrook School
Date: 2006
\$150,054.00
Landscaping and installation of
Playground equipment

Elmhurst Park District
225 Prospect Avenue
Elmhurst, IL 60126
630-993-8900
Jim Pask

Project: Eldridge Park
Date: 2007
\$176,639.30
Playground and shelter
installation.

JKL Consulting Civil Engineers, LTD
834 E. Rand Road
Suite 13
Mt. Prospect, IL 60056
Tel: 847-870-9742
Fax: 847-870-9743

various projects

Upland Design
803 North Bartlett Ave
Plainfield, IL 60544
Tel: 815-254-0091
Fax: 815-254-6010
Michelle or Heath Wright

various projects

Land Tech Landscape Architecture
2930 Cherry Road
Oswego, IL 60543
Tel: 630-554-9984
Fax: 630-554-5487

various projects

The Community of LaGrange
1501 Barnsdale Road
LaGrange, IL 60526
Tel: 708-354-4580
Fax: 708-354-4577
Ron Lorenzo CPRP

Hanesworth Park
Date: 2007
\$83,525.00
Landscape and installation of
playground

Cody/Braun and Associates
625 Plainfield Road
Willow brook, IL 60527
Tel: 630-325-1333
Fax: 630-325-1471
Jeffrey E. Braun

Hanesworth Park
Date: 2007

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

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

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

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

ACCEPTED & AGREED THIS 25 DAY OF June, 2008

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company

Rafael Hurtado/owner Fuerte Systems

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		OP ID SD FUERT-1	DATE (MM/DD/YYYY) 07/02/08
PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village IL 60007 Phone: 847-758-1000 Fax: 847-758-1200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Fuerte Systems Inc. 16317 Riverwood Ct Plainfield IL 60586		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Pekin Insurance Company	24228
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CL0072438	03/29/08	03/29/09	EACH OCCURRENCE
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)
	☒	CG5036				PERSONAL & ADV INJURY
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG
A		AUTOMOBILE LIABILITY	00P627758	03/29/08	03/29/09	COMBINED SINGLE LIMIT (Ea accident)
	☐	ANY AUTO				BODILY INJURY (Per person)
	☐	ALL OWNED AUTOS				BODILY INJURY (Per accident)
	☒	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	☒	HIRED AUTOS				
	☒	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	☐	ANY AUTO				OTHER THAN EA ACC
						AUTO ONLY: AGG
A		EXCESS/UMBRELLA LIABILITY	CU20011	03/29/08	03/29/09	EACH OCCURRENCE
	☒	OCCUR ☐ CLAIMS MADE				AGGREGATE
	☐	DEDUCTIBLE				
	☐	RETENTION \$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	00WC68928	03/29/08	03/29/09	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Cameno Park Site & Landscape Improvements 2008. The Village of Orland Park, and their respective officers, trustees, directors, employees and agents; The County of Cook, Illinois are Additional Insureds on a Primary and Non-Contributory basis with respect to all claims arising out of operations by or on behalf of the named insured as per written contract.

CERTIFICATE HOLDER

CANCELLATION

VILLORI 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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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NOTEPAD:

HOLDER CODE VILLORI
INSURED'S NAME Fuerte Systems Inc

FUERT-1 PAGE 2
OP ID SD DATE 07/02/08

A Waiver of Subrogation applies on the General Liability and Work Comp policies as per written contract.

CG 5036 / CG 2404 / WC 000313

CONTRACTORS ADDITIONAL INSURED/ WAIVER OF RIGHT 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 Your
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 are 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 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 the 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 the policy.

- C. With respect to the coverage afforded to the Additional Insured, the following additional exclusion 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 in any way attributable to the claimed negligence of statutory violation of the Additional insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts of 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, a 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 Insureds are:
- (a) those specified in the written contract that required the person or organization to be added as an Additional Insureds, or
 - (b) as stated on the Declarations Page of this policy, whichever is less.

These limited 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 payment we make under this section of the endorsement.

2. Additional Insured – State of Political Subdivision - Permit

- (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" including within the "products-completed operations hazard."

If an Additional Insured endorsement is attached to this coverage part of 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents; The County of Cook, Illinois.

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

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

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 (Ed. 04 84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

The Village of Orland Park, and their respective officers, trustees, directors, employees
and agents; The County of Cook, Illinois

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/29/2008
Insured: Fuerte Systems, Inc.
Insurance Company

Policy No. 00WC68928 Endorsement No.
Premium \$
Countersigned by _____

Pekin Insurance Company

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACT WORK HOURS AND SAFETY
STANDARDS ACT PROVISION

Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000.00, for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the _____ hereinafter referred to as Buyer:

A. REPORTS: Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:

Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 16 day of May, 2008 by:

Firm Name:

Fuerte Systems

By:

[Signature]

Title:

Owner

Seller

NOTE: CONTRACTOR MUST COMPLETE THIS FORM!!

EQUAL EMPLOYMENT OPPORTUNITY

41 CFR CHAPTER 60

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice Of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

TRADE	TIMETABLE	GOALS FOR MINORITY PARTICIPATION FOR	TIMETABLE	GOALS FOR FEMALE PARTICIPATION
		EACH TRADE		EACH TRADE
Asbestos Workers	Until Further Notice	8.6 to 10.3	4/1/79-3/31/80	5.0
Bricklayers	" "	16.3 to 18.2	" "	"
Carpenters	" "	11.0 to 12.8	" "	"
Electricians	" "	10.9 to 12.2	" "	"
Elevator Installers	" "	9.6 to 11.5	" "	"
Glaziers	" "	10.2 to 12.2	" "	"
Ironworkers	" "	14.0 to 16.0	" "	"
Metal Lathers	" "	10.0 to 12.0	" "	"
Painters	" "	10.3 to 12.1	" "	"
Plumbers	" "	9.4 to 10.9	" "	"
Pipefitters	" "	9.4 to 10.9	" "	"
Plasterers	" "	24.4 to 25.8	" "	"
Roofers	" "	18.0 to 20.0	" "	"
Sheetmetal Workers	" "	9.5 to 11.3	" "	"
Sprinkler Fitters	" "	8.3 to 9.9	" "	"
Operating Engineers	" "	15.7 + above	" "	"

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is State of Illinois, County of Cook.

EQUAL OPPORTUNITY CLAUSES

41 CFR
60-1.4(a)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency; the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

41 CFR
60-1.4(b)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modifications thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representative of the Contractor's commitment under this section, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract to purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to

comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction Contractors, as applicable, shall include the Specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order.

STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these Specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the Federal Social Security number used on the employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of the Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions

participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from it sanctions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the

file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each locations where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations or offers for

subcontracts from minority and female construction contractors and suppliers, including a circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is

being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing record satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 3 Clause
24 CFR, Part 135.20 and HUD Grant Agreement

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 Clause):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 315. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

NOTE:

Contractors are required to submit a Section 3 Affirmative Action Plan within fifteen (15) days of award of contract. The Plan is to describe the Contractor's affirmative efforts to train and employ lower income residents of the project area and to subcontract work with small businesses in the project area.

COOK COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Outline for Contractor's Section 3 Affirmative Action Plan*

This outline is provided to assist contractors who are awarded Community Development assisted contracts in preparing a Section 3 Affirmative Action Plan (AAP). In the AAP, the contractor is to describe his or her efforts to train and employ lower income residents of the project area and to utilize small businesses located in the project area as subcontractors. First consideration should be given to persons living in or businesses located in or closest to the programmed activity with second consideration to the municipality as a whole.

Initially, the contractor should list name and address, amount of the Community Development contract, kind of contract, and location of the project.

The next step concerns the training and employment of lower income residents. In this regard, the contractor should include the following:

1. A completed "Preliminary Statement Work Force Needs" (see attached). The contractor should show all positions occupied or vacant and, if positions exist, set a goal for Section 3 hiring.
2. If no vacant positions are indicated, provide an explanation of why this is the case, (e.g. the contractor will be using a work force from another job recently completed). Any contractor who fills positions immediately prior to undertaking Community Development assisted work is to provide evidence why its actions are not an attempt to circumvent the HUD requirements.
3. If hiring is anticipated, the contractor should give names and addresses of employment agencies, minority organizations (if applicable to the area), union halls, or other organizations which will be used to recruit employees**. Advertising on the job site is also an effective method of affirmative action.

With regards to utilization of local, small businesses, the contractor's AAP should include the following"

1. A signed Certification Form (see attached) if no work will be subcontracted.

**Cook County Community Development
Block Grant Program. Cont'd.**

2. If work is to be subcontracted, the contractor should list the kind and dollar amount.

3. When subcontracting, the contractor should describe the efforts which will be used to locate Section 3 businesses. This should include contact with local business organizations such as the Chamber of Commerce. Also, the municipality may be able to assist based on its knowledge of local businesses.

4. Give the name of any local news media in which the work will be advertised to attract Section 3 businesses.

Finally, the contractor should indicate in the AAP that lower income residents and owners of small businesses will be informed in the event of a grievance or complaint against the contractor, that they can file their grievance with:

HUD Area Office
FH & EO Division
547 West Jackson
Chicago, IL 60606

NOTE: The AAP must be filed with the municipality within fifteen (15) days of award of the contract.

* This outline is a concise version of HUD's Chicago Area Office Section 3 outline with some additions.

** A municipality which has a Personnel Office and/or a Comprehensive Employment Training Act (CETA) program may be able to assist the contractor in meeting Section 3 hiring goals.

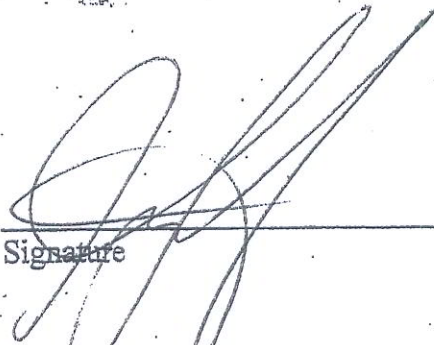
CERTIFICATION FORM

I certify that to the best of my knowledge I will not subcontract any part of this Community Development Block Grant contract. However, should I decide to subcontract, I will establish goals to promote economic opportunity for Section 3 businesses as set forth on page 3, paragraph C. 1, 2, and 3 of this document.

Date

5/16/08

Signature



Company Name

Fuente Systems

Address

26017 Riverwood Dr.
Plainfield, IL 60586

Clean Air Act of 1970 and the Federal
Water Pollution Control Act Provisions

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a Provision which requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as emend. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

Architectural Barriers Act of 1968 Provision

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C 4151) requirement that the design of any facility constructed comply with the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped," Number A-117.1-1961 as modified.

DATE: 5/16/08

OWNER: Village of Orlando Park
CDBG #: _____

DESCRIPTION/
LOCATION OF PROJECT: _____

AFFIRMATIVE ACTION STATEMENT

It is the employment policy of Fuerte Systems to recruit and hire
(Company Name)

employees without regard to their race, veteran status, handicap, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, layoffs or terminations, recruitment or recruitment advertising, wage rates, selection for training including apprenticeship. It is further the intent of _____

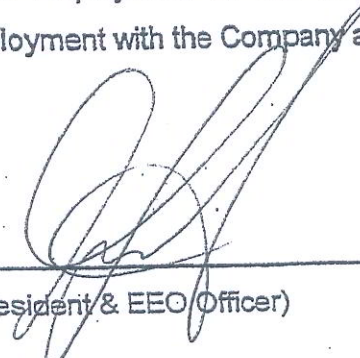
Fuerte Systems to examine all job classifications to determine if
(Company Name)

minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

This Company submits this policy to assure compliance with Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor. It is our aim to provide leadership within the community to achieve full employment and utilization of the capabilities and productivity of all individuals without regard to race, veteran status, handicap, color, religion, sex or national origin.

Fuerte Systems reaffirms its continued commitment to a program of
(Company Name)

equal employment on the basis of individual merit and to encourage all persons to seek employment with the Company and to strive for advancement on this basis.



(President & EEO Officer)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Fuerte Systems, Inc.

as Principal, (hereinafter called the "Principal"), and AMCO Insurance Company

1100 Locust Street, Des Moines, IA 50391-2006, a corporation duly organized under the laws

of the State of Iowa, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Village of Orland Park, 14700 South Ravina Avenue, Orland Park, IL 60462

as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent of Bid Amount

Dollars (\$ 10% of Bid)

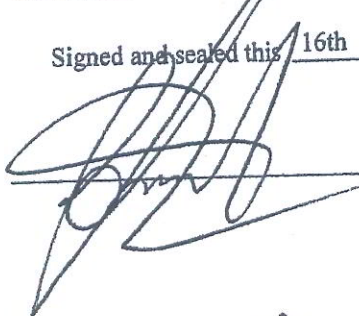
, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Cameno Park - Site Improvements including colored concrete paving & staining concrete curbs.

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

Signed and sealed this 16th day of May A.D., 2008



Witness

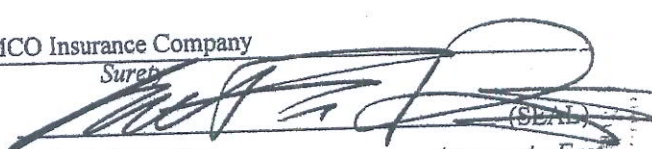
Fuerte Systems, Inc.

{ Adriana Tula (SEAL)
Principal

AMCO Insurance Company

Surety

By


Luke F. Praxmarer (SEAL)

, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by AMCO Insurance Company
AMCO Insurance Company

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

vouches that the language in the document conforms exactly to the language

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS That AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, with its principal office in the City of Des Moines, Iowa, hereinafter called "Company", does hereby make, constitute and appoint

LUKE F. PRAXMARER

PAUL F. PRAXMARER

ELK GROVE VILLAGE IL

each in his individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS

(\$ 1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

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

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.4 Instruments Issued by the Corporation. Bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and insurance endorsements, issued by the Corporation shall be validly executed and binding on the Corporation when signed by the President or a Vice President or by the Attorney(s)-In-Fact appointed by the President or by a Vice President."

"Section 7.5 Appointment of Agents. The President or a Vice President shall have the power to appoint agents of the Corporation, or other persons, as Attorney(s)-In-Fact to act on behalf of the Corporation in the execution of bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and endorsements, with full power to bind the Corporation by their signature and execution of any such instrument. The appointment of such Attorney(s)-In-Fact shall be accomplished by Powers of Attorney signed by the President or the Vice President."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.6 Verifications. The Secretary, or any Assistant Secretary, is authorized to certify that any such Power of Attorney signed is validly executed and binding on the Corporation and to certify that any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, to which the Power of Attorney is attached is and shall continue to be a valid and binding obligation of the Corporation, according to its terms, when executed by Attorney(s)-In-Fact appointed by the President or Vice President."

"Section 7.7 Use of Corporate Seal. It shall not be necessary to the valid execution and binding effect on the Corporation of any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, signed on behalf of the Corporation by the President or a Vice President, or Attorney(s)-In-Fact appointed by the President or a Vice President, or of any Power of Attorney executed on behalf of the Corporation appointing Attorney(s)-In-Fact to act for the Corporation, or of any certificate to be executed by the Secretary or an Assistant Secretary, as hereinabove in Sections 7.4, 7.5, and 7.6 provided, that the corporate seal be affixed to any such instrument, but the person authorized to sign such instrument may affix the corporate seal. A facsimile corporate seal affixed to any such instrument shall be as effective and binding as the original seal."

"Section 7.8 Other Facsimile Signatures. A facsimile signature of the President or of a Vice President affixed to any bond, undertaking, or obligatory instrument of similar nature, other than policies and endorsements, or to a Power of Attorney signed by such President or a Vice President, as herein in Sections 7.4 and 7.5 provided, or a facsimile signature of the Secretary or of an Assistant Secretary to any certificate as herein in Section 7.6 provided, shall be effective and binding upon the Corporation with the same force and effect as the original signatures of any such officers."

"Section 7.9 Former Officers. A facsimile signature of a former officer shall be of the same validity as that of an existing officer, when affixed to any insurance policy or insurance endorsement, any bond or undertaking, any Power of Attorney or certificate, as herein in Sections 7.1, 7.2, 7.4, 7.5, and 7.6 provided."

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 18 day of

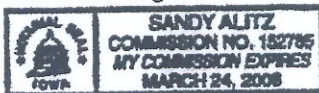


MAY 18, 2006
AMCO INSURANCE COMPANY

By: *Brett Harman* Vice President

STATE OF IOWA
COUNTY OF POLK ss

On this 18 day of MAY, 2006 before me personally came Brett Harman, to me known, who, being by me duly sworn, did depose and say that he is Vice President of AMCO Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he has signed his name thereto pursuant to like authority, and acknowledged the same to be the act and deed of said corporation.



Sandy Alitz *Sandy Alitz*
Notary Public in and for the State of Iowa

CERTIFICATE

I, the undersigned, Assistant Secretary of AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, do hereby certify that the foregoing Power of Attorney is still in force, and further certify that Sections 7.4 through 7.9 inclusion of Article 7 of the By-Laws of the Company set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the company
this 16th day of May, 2006

50164

This Power of Attorney expires
05/18/09



John D. Delaney
Assistant Secretary

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois

County of Cook

On this 16th day of May 2008, before me appeared Luke F. Praxmarer to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of the AMCO Insurance Company, a corporation: that the 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 Attorney-in-Fact, by authority of its Board of Directors; and the aforesaid officer Attorney-in-Fact, acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

March 13, 2011



Notary Public

County of Cook, State of Illinois



Bond No. BDA708095

Payment Bond

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

CONTRACTOR (Name and Address):

Fuerte Systems, Inc.
16317 Riverwood Ct
Plainfield, IL 60586

SURETY: AMCO Insurance Company

1100 Locust St., Des Moines, IA 50391

OWNER (Name and Address):

Village of Orland Park
14700 South Ravina Avenue
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: June 25th, 2008

Amount: \$ 281,789.00 Two Hundred Eighty One Thousand Seven Hundred Eighty-Nine and no/100----- DOLLARS

Description (Name and Location): Cameno Park Site & Landscape Improvements 2008

BOND

Date (Not earlier than Construction Contract Date): June 27, 2008

Amount: \$ 281,789.00 Two Hundred Eighty One Thousand Seven Hundred Eighty-Nine and no/100----- DOLLARS

Modifications to this Bond:

☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: Fuerte Systems, Inc.

Signature: _____

Name and Title: Rafael Hurtado
President

Corporate Seal

SURETY

Company: AMCO Insurance Company

Signature: _____

Name and Title: Luke F. Praxmarer
Attorney-In-Fact

Corporate Seal

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Corkill Insurance Agency
25 Northwest Point Blvd., Suite 625
Elk Grove Village, IL 60007

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Village of Orland Park

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successor 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

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

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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 deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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:

Bond No. BDA708095

Performance Bond

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

CONTRACTOR (Name and Address):

Fuerte Systems, Inc.
16317 Riverwood Ct
Plainfield, IL 60586

SURETY:

AMCO Insurance Company
1100 Locust St., Des Moines, IA 50391

OWNER (Name and Address):

Village of Orland Park
14700 South Ravina Avenue
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: June 25th, 2008

Amount: \$ 281,789.00 Two Hundred Eighty One Thousand Seven Hundred Eighty-Nine and no/100----- DOLLARS

Description (Name and Location): Cameno Park Site & Landscape Improvements 2008

BOND

Date (Not earlier than Construction Contract Date): June 27, 2008

Amount: \$ 281,789.00 Two Hundred Eighty One Thousand Seven Hundred Eighty-Nine and no/100----- DOLLARS

Modifications to this Bond:

☒ None

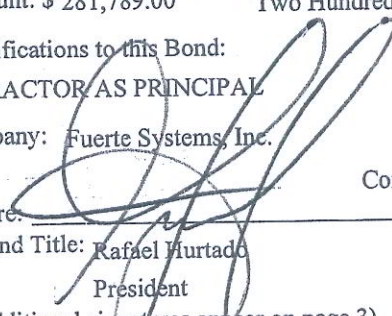
☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: Fuerte Systems, Inc.

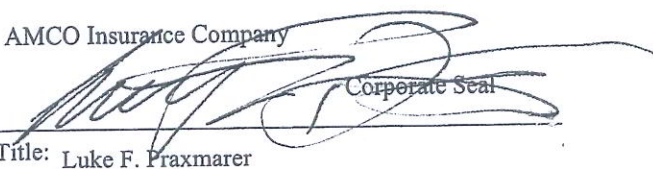
SURETY

Company: AMCO Insurance Company

Signature: 

Name and Title: Rafael Murtado
President

Corporate Seal

Signature: 

Name and Title: Luke F. Praxmarer
Attorney-In-Fact

Corporate Seal

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Corkill Insurance Agency
25 Northwest Point Blvd., Suite 625
Elk Grove Village, IL 60007

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Village of Orland Park

Printed in cooperation with the American Institute of Architects (AIA) by

language used in AIA Document A-312, December 1984 Edition.

vouches that the language in the document conforms exactly to the

PRF76002ZZ0601f
Without Modifications

1 The Contractor and the 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 to participate in conferences as provided in Sub-paragraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contractors, purchase orders and other obligations.

9 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 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

shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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

KNOW ALL MEN BY THESE PRESENTS That AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, with its principal office in the City of Des Moines, Iowa, hereinafter called "Company", does hereby make, constitute and appoint

LUKE F. PRAXMARER

PAUL F. PRAXMARER

ELK GROVE VILLAGE IL

each in his individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS

(\$ 1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

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

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.4 Instruments Issued by the Corporation. Bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and insurance endorsements, issued by the Corporation shall be validly executed and binding on the Corporation when signed by the President or a Vice President or by the Attorney(s)-In-Fact appointed by the President or by a Vice President."

"Section 7.5 Appointment of Agents. The President or a Vice President shall have the power to appoint agents of the Corporation, or other persons, as Attorney(s)-In-Fact to act on behalf of the Corporation in the execution of bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and endorsements, with full power to bind the Corporation by their signature and execution of any such instrument. The appointment of such Attorney(s)-In-Fact shall be accomplished by Powers of Attorney signed by the President or the Vice President."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.6 Verifications. The Secretary, or any Assistant Secretary, is authorized to certify that any such Power of Attorney signed is validly executed and binding on the Corporation and to certify that any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, to which the Power of Attorney is attached is and shall continue to be a valid and binding obligation of the Corporation, according to its terms, when executed by Attorney(s)-In-Fact appointed by the President or Vice President."

"Section 7.7 Use of Corporate Seal. It shall not be necessary to the valid execution and binding effect on the Corporation of any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, signed on behalf of the Corporation by the President or a Vice President, or Attorney(s)-In-Fact appointed by the President or a Vice President, or of any Power of Attorney executed on behalf of the Corporation appointing Attorney(s)-In-Fact to act for the Corporation, or of any certificate to be executed by the Secretary or an Assistant Secretary, as hereinabove in Sections 7.4, 7.5, and 7.6 provided, that the corporate seal be affixed to any such instrument, but the person authorized to sign such instrument may affix the corporate seal. A facsimile corporate seal affixed to any such instrument shall be as effective and binding as the original seal."

"Section 7.8 Other Facsimile Signatures. A facsimile signature of the President or of a Vice President affixed to any bond, undertaking, or obligatory instrument of similar nature, other than policies and endorsements, or to a Power of Attorney signed by such President or a Vice President, as herein in Sections 7.4 and 7.5 provided, or a facsimile signature of the Secretary or of an Assistant Secretary to any certificate as herein in Section 7.6 provided, shall be effective and binding upon the Corporation with the same force and effect as the original signatures of any such officers."

"Section 7.9 Former Officers. A facsimile signature of a former officer shall be of the same validity as that of an existing officer, when affixed to any insurance policy or insurance endorsement, any bond or undertaking, any Power of Attorney or certificate, as herein in Sections 7.1, 7.2, 7.4, 7.5, and 7.6 provided."

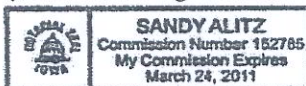
IN WITNESS WHEREOF, the Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 18 day of MAY, 2006

AMCO INSURANCE COMPANY

By: *Brett E. Harman* Vice President

STATE OF IOWA
COUNTY OF POLK ss

On this 18 day of MAY, 2006 before me personally came Brett Harman, to me known, who, being by me duly sworn, did depose and say that he is Vice President of AMCO Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he has signed his name thereto pursuant to like authority, and acknowledged the same to be the act and deed of said corporation.



Sandy Alitz *Sandy Alitz*
Notary Public in and for the State of Iowa

CERTIFICATE

I, the undersigned, Assistant Secretary of AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, do hereby certify that the foregoing Power of Attorney is still in force, and further certify that Sections 7.4 through 7.9 inclusion of Article 7 of the By-Laws of the Company set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the company this 27th day of June, 2008

50164

This Power of Attorney expires
05/18/09



John R. Delaney
Assistant Secretary

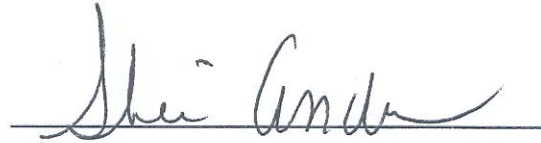
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois

County of Cook

On this 27th day of June, 2008, 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 AMCO Insurance Company, 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: September 14, 2008



Notary Public

County of Cook, State of Illinois

