

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0087

Multi Year:

Amount \$48,407.00

Contract Type:

Addendum

Contractor's Name:

Robt. H. WARD & Assoc

Contractor's AKA:

Execution Date:

2/18/2009

Termination Date:

12/31/2009

Renewal Date:

Department:

Public Works/Streets

Originating Person:

Tom Martin/Pete Casey

Contract Description: Pneumatic Curb Repair 2009 Addendum



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

March 9, 2009

Mr. Anthony Rago
Robert H. WARD & ASSOC., Inc
3300 Holeman Ave.
So. Chicago Heights, Illinois 60411

RE: *NOTICE TO PROCEED*
Pneumatic Curb Repairs 2009 Addendum

Dear Mr. Rago:

For your records, I have enclosed one (1) original executed Addendum to the Pneumatic Curb Repair Agreement dated April 26, 2006 in an amount not to exceed Forty Eight Thousand Four Hundred Seven and No/100 (\$48,407.00) Dollars.

Please contact Tom Martin at 708-403-6103 to arrange the commencement of this work.

The Village will be processing a Purchase Order for this contract/service and fax it 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.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Tom Martin
Pete Casey
Judy Konow

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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

VILLAGE HALL

February 18, 2009

Mr. Anthony Rago
Robert H. WARD & ASSOC., Inc.
3300 Holeman Ave.
So. Chicago Heights, Illinois 60411

NOTICE OF AWARD – Pneumatic Curb Repair Addendum 2009

Dear Mr. Rago:

This notification is to inform you that on February 16, 2009, the Village of Orland Park Board of Trustees approved awarding Robert H. WARD & ASSOC., Inc. the contract in accordance with the proposal you submitted dated November 6, 2008, for Pneumatic Curb Repair for 2009 for an amount not to exceed Forty Eight Thousand Four Hundred Seven and No/100 (\$48,407.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 4, 2009.

1. Enclosed is the Addendum for Pneumatic Curb Repair for 2009. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Addendum and one original executed Addendum will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me. We need updated certifications on file every year.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. The certificate we have on file expired January 1, 2009.

Please note that I only need one set of Certificates and one Certificate of Insurance which will apply to this project, as well as, the Pneumatic Concrete Structures Repair project.

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

Sincerely,


Contract Administrator

cc: Tom Martin

ADDENDUM to
Pneumatic Curb Repair Agreement

Dated
April 21, 2006

Between
The Village of Orland Park, Illinois ("VILLAGE") and Robert H. WARD & ASSOC., Inc
("CONTRACTOR")

RE: 2009 Additional work

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS:**, of said Agreement, the sentence "The Proposal submitted by Contractor on November 6, 2008, to the extent it does not conflict with this contract" shall be added to the end of the section.
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be stricken in its entirety and replaced with the following:

"The CONTRACTOR agrees to provide mobilization, labor, equipment, materials and insurance necessary to repair designated curb areas using the Robert H. Ward & Assoc., Inc. shotcrete repair method

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Specifications and Instructions and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Unit Prices (if any): \$22.75 per Lineal Foot

TOTAL: Not to exceed Forty Eight Thousand Four Hundred Seven and No/100 Dollars (\$48,407.00) (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

4. In **SECTION 4: TERM OF THE CONTRACT:** of said Agreement, the sentence "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 May 31, 2006 (hereinafter referred to as the "CONTRACT TIME.")" shall be stricken and replaced with the sentence "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 December 31, 2009 (hereinafter referred to as the "CONTRACT TIME")."
5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

ADDENDUM to
Pneumatic Curb Repair Agreement

Dated
April 21, 2006

Between
The Village of Orland Park, Illinois ("VILLAGE") and Robert H. WARD & ASSOC., Inc
("CONTRACTOR")

6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **18th day of February 2009**, shall be attached to and form a part of the Agreement dated the 21st day of April 2006 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

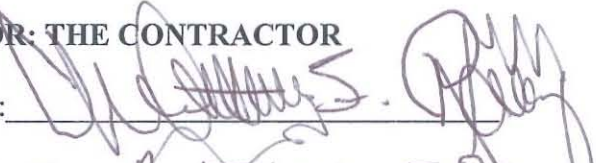
By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 3/6/09

FOR: THE CONTRACTOR

By: 

Print Name: Anthony F. Russo

Its: VICE PRESIDENT

Date: 2/26/09

Robert H. **WARD & ASSOC., Inc.**

Concrete Repair

47TH Year of Excellence

Shotcrete Specialists

November 6, 2008

Attn: Brian Madon
Village of Orland Park
Fax # 708-403-8798

Re: Curb Repair
2009 Street Repair Program
Orland Park, IL

We will provide, mobilization, labor, equipment, materials, and insurance to repair designated curb areas using our proprietary method of shotcrete repair for the following unit price:

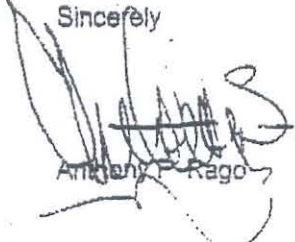
Unit Price..... \$22.75/Lineal Foot

All repairs must be in neighborhoods where lane closures or traffic devices are not needed or required. We will provide barricades or markers for every location that we repair.

Measurement of the repairs for billing purposes, will be taken after the locations are prepared (chipped) to the extent necessary to remove all loose, cracked, defective, contaminated concrete to expose sound, clean surfaces. All repairs are measured by the length of the repair parallel to the face of the curb. **You will only be charged for actual repairs completed in place.**

The repair area, for measurement purposes, shall be defined as the outside limits of the concrete removal, after the preparation (chipping) is completed. The minimum measurement at any one repair location is One (1.0) Lineal Foot. If a repair location is longer than 1.0 Lineal Foot, then the measurement for that location will be taken in tenths of a foot - for example, 1.2 or 1.3 lineal feet. Over the years, the average measurement for each large crack has been 1.2 or 1.3 Lineal Feet. Broken edges of the flag (gutter) or rolled top area of the curb are usually longer. **Any areas that require complete removal and replacement are not covered by this proposal.**

Thank you for the opportunity to quote this work.

Sincerely

Anthony P. Rago

PHONE 708-756-0767

3300 HOLEMAN AVE. SO. CHICAGO HEIGHTS, IL 60411

FAX 708-756-0940

www.rhwardandassociates.com

Equal Opportunity Employer

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.

JOHN E. TIMBERLY PRESIDENT, TREASURER
ANTHONY F. RAGO VICE PRESIDENT, SECRETARY
3300 HONEMAN AVE.
SOUTH CHICAGO HEIGHTS, IL 60411

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.

ROBERT H. WARD & ASSOC., INC. (Corporate Seal)

Business Name

Signature



ANTHONY F. RAGO

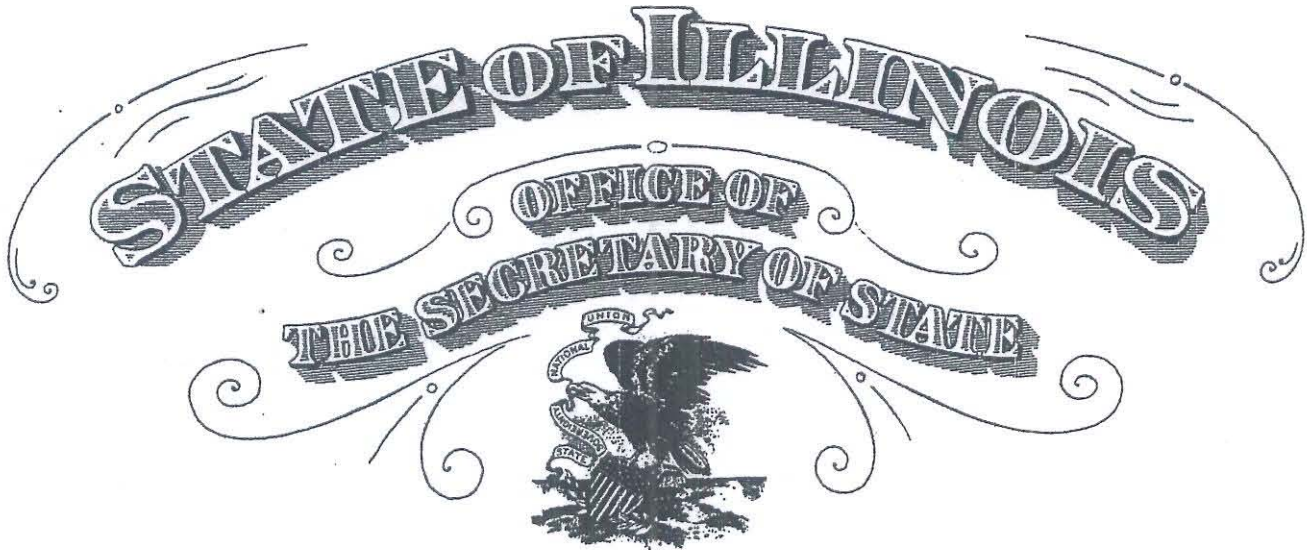
Print or type name

Title

VICE PRESIDENT

Date

2/26/09



To all to whom these Presents Shall Come, Greeting:

I, Jessè White, Secretary of State of the State of Illinois, do hereby certify that

ROBERT H. WARD & ASSOCIATES, INCORPORATED, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 11, 1984, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of APRIL A.D. 2008 .

Jesse White

Authentication #: 0809201294

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

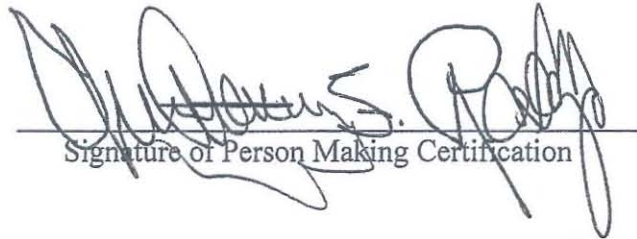
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, ANTHONY F. RAGO, being first duly sworn certify and say

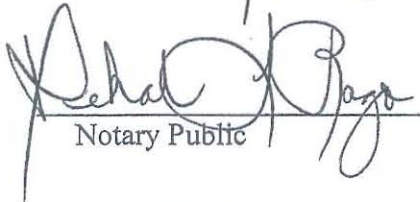
that I am VICE PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 26TH Day
of FEBRUARY, 2009.



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.

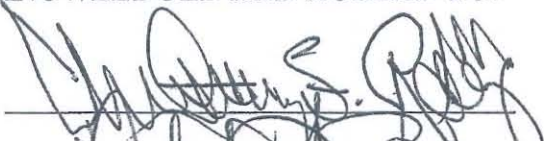
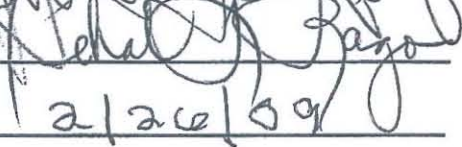
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's 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: 2/26/09

**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: ROBERT W. WARD & ASSOC. INC.
By: [Signature] VICE PRESIDENT
(Authorized Officer)

Subscribed and Sworn to
before me this 26th day
of FEBRUARY, 2009

[Signature]
Notary Public



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

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

ROBERT W. WARD & ASSOC. INC.; having submitted a proposal for:
(Name of Company)

All Projects within the Village of Orland Park
(PROJECT)

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

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that ALL EMPLOYEE DRIVERS is/are currently participating in a (Name of employee/driver or "all employee drivers")

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
- X 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 20TH day of FEBRUARY, 2009.

[Signature]
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Anthony F. Rago, having been first duly sworn depose and state as follows:

I, Anthony F. Rago, am the duly authorized agent for ROBERT H. WARD & ASSOC., INC. which has submitted a bid to the Village of Orland Park for

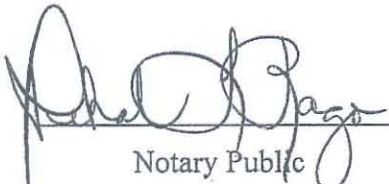
All Projects within the Village of Orland Park and I hereby certify
(Name of Project)

that ROBERT H. WARD & ASSOC., INC.
(Name of Company)

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

By: 
Title: VICE PRESIDENT

Subscribed and Sworn to
Before me this 26TH
Day of FEBRUARY, 2009


Notary Public



REFERENCES

(Please type)

ORGANIZATION Village of Mokena

ADDRESS 11004 Carpenter St.

CITY, STATE, ZIP Mokena, IL 60448

PHONE NUMBER 708-479-4844

CONTACT PERSON Mark Detloff

DATE OF PROJECT July 2008

ORGANIZATION Village of Channahon

ADDRESS 24555 S. Navajo Dr.

CITY, STATE, ZIP Channahon, IL 60410

PHONE NUMBER 815-467-8319

CONTACT PERSON Sherry Noel

DATE OF PROJECT November 2008

ORGANIZATION Village of Bolingbrook

ADDRESS 375 W. Briarcliff Rd.

CITY, STATE, ZIP Bolingbrook, IL 60440

PHONE NUMBER 630-347-1539

CONTACT PERSON Ivan Stratka

DATE OF PROJECT June 2008

Bidder's Name: Robert H. Ward & Assoc., Inc.

Signature & Date:  2/26/09

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 20th DAY OF FEBRUARY, 2009

Signature

Anthony F. Raco

Printed Name & Title VICE PRESIDENT

Authorized to execute agreements for

ROBERT H. WOOD & ASSOC., INC.

Name of Company

PRODUCER
Highland Associates, Inc.
533 Ridge Road, Ste. A
Munster IN 46321-1607
Phone: 219-836-6000 Fax: 219-836-8549

INSURED
Robert H. Ward & Associates, In
Mr. Tony Rago
3300 Holeman
South Chicago Heights IL 60411

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	West Bend Mutual	15350
INSURER B:	ACE Property & Casualty	
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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	X	GENERAL LIABILITY	CPE 0569226 07	01/01/09	01/01/10	EACH OCCURRENCE	\$ 1000000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
			CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>				MED EXP (Any one person)	\$ 5000
			X Blkt. Add'l Insds				PERSONAL & ADV INJURY	\$ 1000000
A			X Contractual				GENERAL AGGREGATE	\$ 2000000
A			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2000000
			POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
A		X	AUTOMOBILE LIABILITY	CPE 0569226 07	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
			ANY AUTO				BODILY INJURY (Per person)	\$
			ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
A		X	HIRED AUTOS					
A		X	NON-OWNED AUTOS					
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
A		X	EXCESS/UMBRELLA LIABILITY	CUE 0577868 07	01/01/09	01/01/10	EACH OCCURRENCE	\$ 7000000
			OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$ 7000000
			DEDUCTIBLE					\$
			RETENTION \$					\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	C45059418	01/01/09	01/01/10	X WC STATUTORY LIMITS	OTR-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
			OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
concrete contractor. Additional insured, subject to form WB 1482 06 06 is, Village of Orland Park and their respective officers, trustees, directors, employees and agents, 14700 Ravinia Av., Orland Park, IL. 60462. Waiver of Transfer of Rights of Recovery Against Others endorsement applies to Workers Compensation and General Liability.

CERTIFICATE HOLDER

CANCELLATION

VILLORP

Village of Orland Park
Finance Dept.
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.

John Pearson

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
- 3.** Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
- a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
- 4.** The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

Workers' Compensation and Employers' Liability Policy

Named Insured ROBERT H. WARD & ASSOCIATES, INC. 3300 HOLEMAN SOUTH CHICAGO HEIGHTS IL 60411	Endorsement Number
Policy Period 01-01-2009 TO 01-01-2010	Policy Number Symbol: NWC Number: C45731790
Issued By (Name of Insurance Company) ACE PROPERTY & CASUALTY INSURANCE	Effective Date of Endorsement 01-01-2009
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE THE RIGHT OF RECOVERY IN A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

Clerk's Contract and Agreement Cover Page

Year: 2009 **Legistar File ID#:** 2009-0088
Multi Year: **Amount** \$35,000.00

Contract Type: Addendum
Contractor's Name: Robt. H. WARD & Assoc
Contractor's AKA:
Execution Date: 2/18/2009
Termination Date: 12/31/2009
Renewal Date:
Department: Public Works/Streets
Originating Person: Tom Martin/Pete Casey

Contract Description: Pneumatic Concrete Structure Repair Add B 2009



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

March 9, 2009

Mr. Anthony Rago
Robert H. WARD & ASSOC., Inc
3300 Holeman Ave.
So. Chicago Heights, Illinois 60411

RE: *NOTICE TO PROCEED*
Pneumatic Concrete Structure Repairs 2009 Addendum B

Dear Mr. Rago:

For your records, I have enclosed one (1) original executed Addendum B to the Pneumatic Concrete Structure Repairs contract dated July 31, 2008 and Addendum dated September 16, 2008. This Addendum B is for 2009 service in an amount not to exceed Thirty Five Thousand and No/100 (\$35,000.00) Dollars.

Please contact Tom Martin at 708-403-6103 to arrange the commencement of this work.

The Village will be processing a Purchase Order for this contract/service and fax it 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.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Tom Martin
Pete Casey
Judy Konow

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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

VILLAGE HALL

February 18, 2009

Mr. Anthony Rago
Robert H. WARD & ASSOC., Inc.
3300 Holeman Ave.
So. Chicago Heights, Illinois 60411

NOTICE OF AWARD – Pneumatic Concrete Structures Repair Addendum B 2009

Dear Mr. Rago:


This notification is to inform you that on February 16, 2009, the Village of Orland Park Board of Trustees approved awarding Robert H. WARD & ASSOC., Inc. the contract in accordance with the proposal you submitted dated November 6, 2008, for Pneumatic Concrete Structures Repair for 2009 for an amount not to exceed Thirty-Five Thousand and No/100 (\$35,000.00) Dollars billed at \$650 each for Type I and \$1,400 each for Type II structures.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 4, 2009.

1. Enclosed is the Addendum for Pneumatic Concrete Structures Repair for 2009. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Addendum and one original executed Addendum will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me. We need updated certifications on file every year.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a)** the additional insured status, **b)** the waiver of subrogation for General Liability and **c)** the waiver of subrogation for Workers Compensation. The certificate we have on file expired January 1, 2009.

Please note that I only need one set of Certificates and one Certificate of Insurance which will apply to this project, as well as, the Pneumatic Curb Repair project.

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

Sincerely,

Contract Administrator

cc: Tom Martin

ADDENDUM B to
Pneumatic Concrete Structure Repairs Agreement, dated July 31, 2008
And
Pneumatic Concrete Structure Repairs Addendum dated September 16, 2008

Between
The Village of Orland Park, Illinois ("VILLAGE") and Robert H. WARD & ASSOC., Inc
("CONTRACTOR")

RE: 2009 Additional work

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS:**, of said Agreement, the sentence "The Proposal submitted by Contractor on November 6, 2008, to the extent it does not conflict with this contract" shall be added to the end of the section.
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be stricken in its entirety and replaced with the following:

"The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Pneumatic Concrete Structure Repairs - Provide mobilization, labor, equipment, materials and insurance to repair designated catch basin/inlet areas using proprietary method of shotcrete repair

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal 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 Thirty-Five Thousand and No/100 (\$35,000.00) Dollars based on Type I billed at \$650 each and Type II billed at \$1,400 each (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE."

4. In **SECTION 4: TERM OF THE CONTRACT:** of said Agreement, the sentence "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 September 30, 2008 (hereinafter referred to as the "CONTRACT TIME.")" shall be stricken and replaced with the sentence "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 December 31, 2009 (hereinafter referred to as the "CONTRACT TIME")."

ADDENDUM B to
Pneumatic Concrete Structure Repairs Agreement, dated July 31, 2008
And
Pneumatic Concrete Structure Repairs Addendum dated September 16, 2008

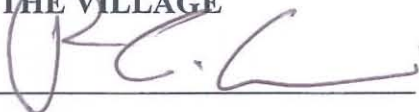
Between
The Village of Orland Park, Illinois ("VILLAGE") and Robert H. WARD & ASSOC., Inc
("CONTRACTOR")

5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **18th day of February 2009**, shall be attached to and form a part of the Agreement dated the 31st day of July, 2008 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

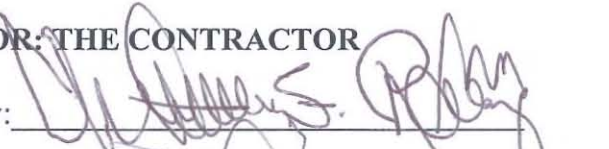
By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 3/6/09

FOR: THE CONTRACTOR

By: 

Print Name: Anthony F. Rao

Its: VICE PRESIDENT

Date: 2/26/09

Robert H. **WARD & ASSOC., Inc.**

Concrete Repair

47th Year of Excellence

Shotcrete Specialists

November 6 2008

Attn: Brian Madon
Department of Public Works
Village of Orland Park
Fax # 708-403-8798

Re: Inlet/Catch Basin Repair
Various locations
Orland Park, IL

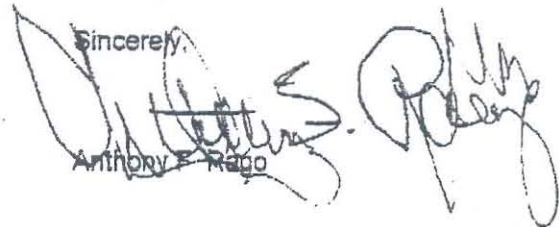
We will provide, mobilization, labor, equipment, materials, and insurance to repair designated catch basin/inlet areas using our proprietary method of shotcrete repair for the following prices:

Type I @ \$650/each Preparation/removal of deteriorated joint material at steel frame, between concrete rings, and at intersecting pipes. Pressure grout shotcrete material into voids or washouts, then shotcrete to fill and finish all open joints flush with opening. Also rebuild any deteriorated concrete rings inside of basin.

Type II @ \$1,400/each All of the problems stated above would be included. Additional repairs would include removal of concrete curb stubs, if required, completely rebuild deteriorated concrete rings, reset steel frame at proper height, replace concrete curb stubs to flow into catch basin, excavate parkway behind basins to expose voids from inside and outside of basin, shotcrete to fill and seal all voids, and finally pressure grout beneath sidewalks, street, or driveway aprons adjacent to basin to fill voids.

The basin repairs must be in neighborhoods where lane closures or extensive traffic devices are not needed or required. If you will provide barricades for each location repaired, we will place them, after repairs. Thank you for the opportunity to quote this work.

AFR/tr

Sincerely,

Anthony F. Mago

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.

JOHN E. TIMBERLY PRESIDENT, TREASURER
ANTHONY F. RAGO VICE PRESIDENT, SECRETARY
3300 HONEMAN AVE.
SOUTH CHICAGO HEIGHTS, ILL 60411

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.

ROBERT H. WARD & Assoc., Inc. (Corporate Seal)

Business Name

Signature

Print or type name

Title

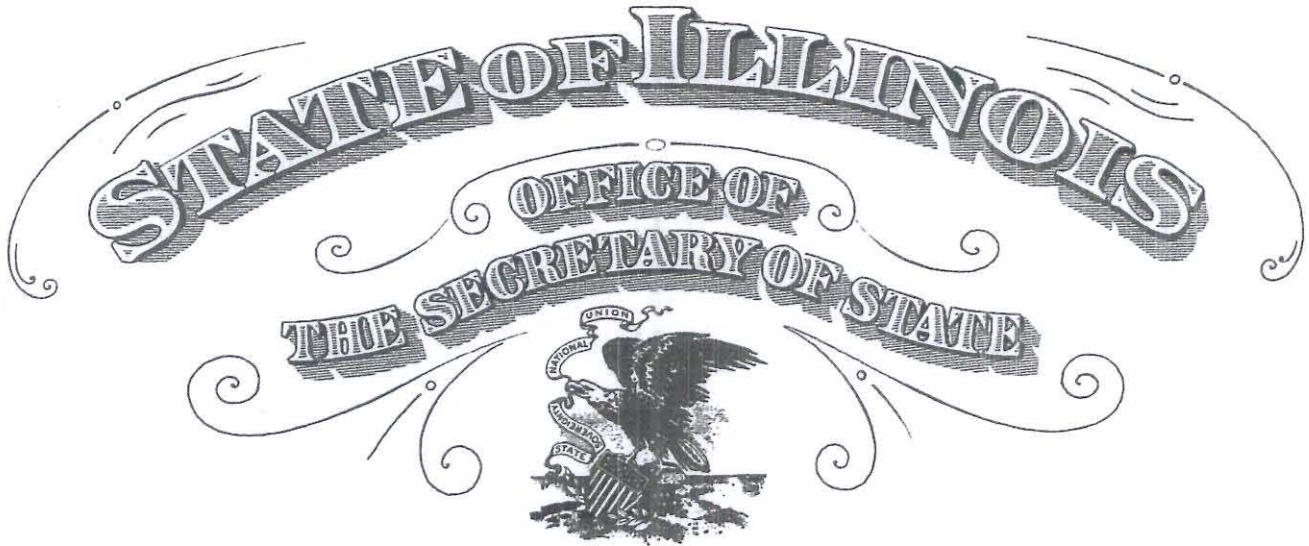
Date



ANTHONY F. RAGO

VICE PRESIDENT

2/26/09



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ROBERT H. WARD & ASSOCIATES, INCORPORATED, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 11, 1984, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of APRIL A.D. 2008 .

Jesse White

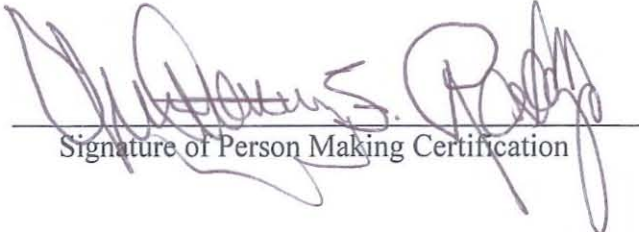
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Anthony F. Rago, being first duly sworn certify and say

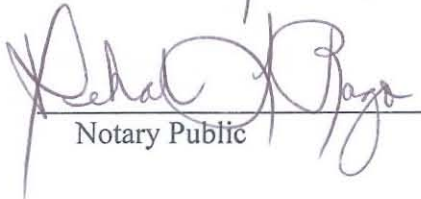
that I am VICE PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 26TH Day
of FEBRUARY, 2009.



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.

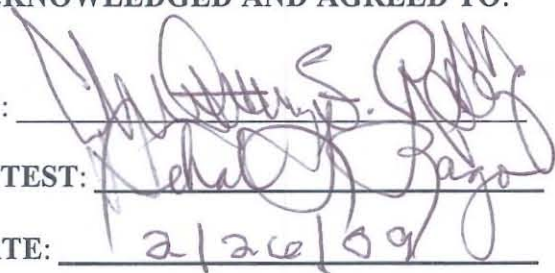
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken 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: _____

Handwritten signatures and date. The signature for 'BY:' is illegible. The signature for 'ATTEST:' is illegible. The date is 2/26/09.

**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: ROBERT W. WARD & ASSOC. INC.
By: [Signature] VICE PRESIDENT
(Authorized Officer)

Subscribed and Sworn to
before me this 26TH day
of FEBRUARY, 2009

[Signature]
Notary Public



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

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

ROBERT W. WARD & ASSOC. INC.; having submitted a proposal for:
(Name of Company)

All Projects within the Village of Orland Park

(PROJECT)

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

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that ALL EMPLOYEE DRIVERS is/are currently participating in a (Name of employee/driver or "all employee drivers")

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**
- X 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 20TH day of FEBRUARY, 2009.

[Signature]
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Anthony F. Rago, having been first duly sworn depose and state as follows:

I, Anthony F. Rago, am the duly authorized agent for ROBERT H. WARD & ASSOC., INC., which has submitted a bid to the Village of Orland Park for

All Projects within the Village of Orland Park and I hereby certify
(Name of Project)

that ROBERT H. WARD & ASSOC., INC.
(Name of Company)

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

By: [Signature]
Title: VICE PRESIDENT

Subscribed and Sworn to
Before me this 26TH
Day of FEBRUARY, 2009

[Signature]
Notary Public



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 20th DAY OF FEBRUARY, 2009

Signature

Anthony P. Raco

Printed Name & Title VICE PRESIDENT

Authorized to execute agreements for

ROBERT H. WARD & ASSOC., INC.

Name of Company

REFERENCES

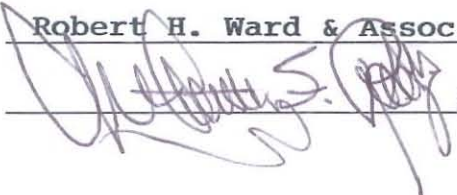
(Please type)

ORGANIZATION Village of Mokena
ADDRESS 11004 Carpenter St.
CITY, STATE, ZIP Mokena, IL 60448
PHONE NUMBER 708-479-4844
CONTACT PERSON Mark Detloff
DATE OF PROJECT July 2008

ORGANIZATION Village of Channahon
ADDRESS 24555 S. Navajo Dr.
CITY, STATE, ZIP Channahon, IL 60410
PHONE NUMBER 815-467-8319
CONTACT PERSON Sherry Noel
DATE OF PROJECT November 2008

ORGANIZATION Village of Bolingbrook
ADDRESS 375 W. Briarcliff Rd.
CITY, STATE, ZIP Bolingbrook, IL 60440
PHONE NUMBER 630-347-1539
CONTACT PERSON Ivan Stratka
DATE OF PROJECT June 2008

Bidder's Name: Robert H. Ward & Assoc., Inc.

Signature & Date:  2/26/09

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JP
ROBERTH

DATE (MM/DD/YYYY)
12/18/08


PRODUCER Highland Associates, Inc. 533 Ridge Road, Ste. A Munster IN 46321-1607 Phone: 219-836-6000 Fax: 219-836-8549	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Robert H. Ward & Associates, In Mr. Tony Rago 3300 Holeman South Chicago Heights IL 60411	INSURER A: West Bend Mutual	15350
	INSURER B: ACE Property & Casualty	
	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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt. Add'l Instds <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPE 0569226 07	01/01/09	01/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPE 0569226 07	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUE 0577868 07	01/01/09	01/01/10	EACH OCCURRENCE \$ 7000000 AGGREGATE \$ 7000000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	C45059418	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 concrete contractor. Additional insured, subject to form WB 1482 06 06 is, Village of Orland Park and their respective officers, trustees, directors, employees and agents, 14700 Ravinia Av., Orland Park, IL. 60462. Waiver of Transfer of Rights of Recovery Against Others endorsement applies to Workers Compensation and General Liability.

CERTIFICATE HOLDER VILLORP Village of Orland Park Finance Dept. 14700 Ravinia Avenue Orland Park IL 60462	CANCELLATION 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. 
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
 - a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

- C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

Workers' Compensation and Employers' Liability Policy

Named Insured ROBERT H. WARD & ASSOCIATES, INC. 3300 HOLEMAN SOUTH CHICAGO HEIGHTS IL 60411	Endorsement Number
Policy Period 01-01-2009 TO 01-01-2010	Policy Number Symbol: NWC Number: C45731790
Issued By (Name of Insurance Company) ACE PROPERTY & CASUALTY INSURANCE	Effective Date of Endorsement 01-01-2009
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE THE RIGHT OF RECOVERY IN A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0363

Multi Year:

Amount \$40,000.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Robt. H. WARD & ASSOC

Contractor's AKA:

Execution Date:

7/31/2008

Termination Date:

9/30/2008

Renewal Date:

Department:

Public Works/Streets

Originating Person:

Tom Martin

Contract Description: Pneumatic Concrete Structure Repairs

9-24-08 Addendum



Friday, September 05, 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

September 24, 2008

Mr. Anthony Rago
Robert H. WARD & ASSOC., Inc
3300 Holeman Ave.
So. Chicago Heights, Illinois 60411

RE: *NOTICE TO PROCEED*
Pneumatic Concrete Structure Repairs Addendum

Dear Mr. Rago:

For your records, I have enclosed one (1) original executed addendum to the Pneumatic Concrete Structure Repairs contract dated July 31, 2008 in an amount not to exceed Seventeen Thousand Three Hundred Fifty and No/100 (\$17,350.00) Dollars.

Please contact Tom Martin at 708-403-6103 to arrange the commencement of this work.

The Village has processed Purchase Order #049985 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.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Tom Martin
Pete Casey

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

September 16, 2008

Mr. Anthony Rago
Robert H. WARD & ASSOC., Inc.
3300 Holeman Ave.
So. Chicago Heights, Illinois 60411

NOTICE OF AWARD – Pneumatic Concrete Structure Repairs Addendum 9.16.08

Dear Mr. Rago:


This notification is to inform you that on September 15, 2008, the Village of Orland Park Board of Trustees approved awarding Robert H. WARD & ASSOC., Inc. the additional work to the contract dated July 31, 2008 in accordance with the proposal you submitted dated August 11, 2008, for additional Pneumatic Concrete Structure Repairs for an amount not to exceed Seventeen Thousand Three Hundred Fifty and No/100 (\$17,350.00) Dollars.

In order to begin this project, you must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by September 30, 2008.

1. Enclosed are two (2) copies of the Addendum for additional Pneumatic Concrete Structure Repairs. Please sign both copies and return them both directly to me. I will obtain signatures to fully execute the Addendum and one original executed Addendum will be returned to you.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. You will be issued a *Notice to Proceed* letter and a purchase order once the addendum is fully executed. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,


Denise Domalewski
Contract Administrator

Cc: Tom Martin

ADDENDUM to
"Pneumatic Concrete Structure Repairs Agreement"

Dated
July 31, 2008

Between
The Village of Orland Park, Illinois ("VILLAGE") and Robert H. WARD & ASSOC., Inc
("CONTRACTOR")

RE: Additional work

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS:**, of said Agreement, the sentence "The Proposal submitted by Contractor on August 11, 2008, to the extent it does not conflict with this contract" shall be added to the end of the section.

3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement, the following shall be stricken

Type I @ \$650 each (9 locations)	\$ 5,850
Type II @ \$1,400 each (12 locations)	\$ 16,800

And replaced with the following:

Type I @ \$650 each (12 locations)	\$ 7,800
Type II @ \$1,400 each (23 locations)	\$32,200

4. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement, the following shall be stricken

TOTAL: Twenty Two Thousand Six Hundred and Fifty and No/100 (\$22,650.00) Dollars

And replaced with

TOTAL: an amount not to exceed Forty Thousand and No/100 (\$40,000.00) Dollars

5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ADDENDUM to
"Pneumatic Concrete Structure Repairs Agreement"

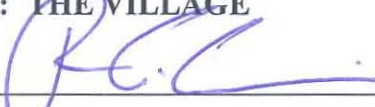
Dated
July 31, 2008

Between
The Village of Orland Park, Illinois ("VILLAGE") and Robert H. WARD & ASSOC., Inc
("CONTRACTOR")

This Addendum, made and entered into effective the **16th day of September, 2008**, shall be attached to and form a part of the Agreement dated the 31st day of July, 2008 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

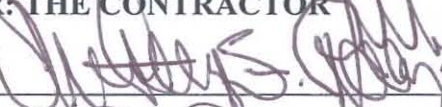
By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 9/23/08

FOR: THE CONTRACTOR

By: 

Print Name: ANTHONY F. RAGO

Its: VICE PRESIDENT

Date: 9/19/08

Robert H. **WARD & ASSOC., Inc.**

Concrete Repair

47TH Year of Excellence

Shotcrete Specialists

August 11, 2008

Attn: Brian Madon
Department of Public Works
Village of Orland Park
Fax # 708-403-8798

Re: Inlet/Catch Basin Repair
Additional Repairs
Orland Park, IL

We will provide, mobilization, labor, equipment, materials, and insurance to repair designated catch basin/inlet areas using our proprietary method of shotcrete repair for the following prices:

Type I @ \$650/each Preparation/removal of deteriorated joint material at steel frame, between concrete rings, and at intersecting pipes. Pressure grout shotcrete material into voids or washouts, then shotcrete to fill and finish all open joints flush with opening. Also rebuild any deteriorated concrete rings inside of basin.


Type I Repairs - Total of 3 @ \$650/each = \$1,950

Type II @ \$1,400/each All of the problems stated above would be included. Additional repairs would include removal of concrete curb stubs, if required, completely rebuild deteriorated concrete rings, reset steel frame at proper height, replace concrete curb stubs to flow into catch basin, excavate parkway behind basins to expose voids from inside and outside of basin, shotcrete to fill and seal all voids, and finally pressure grout beneath sidewalks, street, or driveway aprons adjacent to basin to fill voids.

Type II Repairs - Total of 11 @ \$1,400/each = \$15,400

The basin repairs must be in neighborhoods where lane closures or extensive traffic devices are not needed or required. If you will provide barricades for each location repaired, we will place them, after repairs. Thank you for the opportunity to quote this work.

Sincerely,


Anthony E. Rago



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Master

File Number: 2008-0575

File ID: 2008-0575	Type: MOTION	Status: PASSED
Version: 1	Reference:	Controlling Body: Board of Trustees
Department: Public Works Department	Cost:	File Created Date : 09/03/2008
Agenda Entry: Additional Pneumatic Concrete Structure Repairs - Proposal		Final Action: 09/15/2008

Title: Additional Pneumatic Concrete Structure Repairs - Proposal

Notes:

Code Sections:

Agenda Date: 09/15/2008

Indexes:

Agenda Number:

Sponsors:

Res/Ord Date:

Attachments:

Res/Ord Number:

Drafter:

Hearing Date:

Department publicworks@orland-park.il.us

Effective Date:

Contact:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	09/03/2008	INTRODUCED TO COMMITTEE	Public Works and Engineering Committee			
	Action Text: INTRODUCED TO COMMITTEE to the Public Works and Engineering Committee						
0	Public Works and Engineering Committee	09/08/2008	RECOMMENDED FOR APPROVAL	Board of Trustees			Pass
	Action Text: A motion was made by Trustee Patricia Gira, seconded by Trustee Kathleen Fenton, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion CARRIED by the following vote:						
	Notes: Director of Public Works Pete Casey reported that the Public Works Department initiated a program for the repair of concrete structures utilizing the pneumatic repair method or shotcrete. This method repairs the structure from the inside and minimizes or eliminates any restoration of the area. On June 16, 2008, the Village Board approved the repair of twenty-one (21) structures by Robert H. Ward & Assoc., Inc. of South Chicago Heights, Illinois, using this method. Staff has identified nineteen (19) additional structures that are in need of repair.						

The 2007/08 Fiscal Year Budget has a Board approved line item in the amount of \$40,000 for concrete repairs and installations. Staff would like to utilize the remaining budgeted funds (\$17,350) to complete these additional repairs.

Aye: 3 Trustee Fenton, Trustee Gira, and Chairman Murphy

Nay: 0

1 Public Works Department 09/10/2008 INTRODUCED TO Board of Trustees
BOARD

Action Text: INTRODUCED TO BOARD to the Board of Trustees

1 Board of Trustees 09/15/2008 APPROVED Pass

Action Text: This matter was APPROVED on the Consent Agenda.

Notes: *The Public Works Department initiated a program for the repair of concrete structures utilizing the pneumatic repair method or shotcrete. This method repairs the structure from the inside and minimizes or eliminates any restoration of the area. On June 16, 2008, the Village Board approved the repair of twenty-one structures by Robert H. Ward & Assoc., Inc. of South Chicago Heights, Illinois, using this method. Staff has identified nineteen additional structures that are in need of repair.*

The 2007/08 Fiscal Year Budget has a Board approved line item in the amount of \$40,000 for concrete repairs and installations. Staff would like to utilize the remaining budgeted funds (\$17,350) to complete these additional repairs.

Aye: 7 Trustee Murphy, Trustee Fenton, Trustee O'Halloran, Trustee Dodge, Trustee Schussler, Trustee Gira, and Village President McLaughlin

Nay: 0

Text of Legislative File 2008-0575

..Title

Additional Pneumatic Concrete Structure Repairs - Proposal

History

The Public Works Department initiated a program for the repair of concrete structures utilizing the pneumatic repair method or shotcrete. This method repairs the structure from the inside and minimizes or eliminates any restoration of the area. On June 16, 2008, the Village Board approved the repair of twenty-one (21) structures by Robert H. Ward & Assoc., Inc. of South Chicago Heights, Illinois, using this method. Staff has identified nineteen (19) additional structures that are in need of repair.

The 2007/08 Fiscal Year Budget has a Board approved line item in the amount of \$40,000 for concrete repairs and installations. Staff would like to utilize the remaining budgeted funds (\$17,350) to complete these additional repairs.

On September 8, 2008, this item was reviewed and approved by the Public Works and Engineering Committee and referred to the Board for approval.

Financial Impact

The 2007/2008 Fiscal Year Budget has a Board approved Line Item 010-5002-431.43-30 in the amount of \$40,000 for Concrete Repairs and Installations. Thus far, \$22,650 has been spent leaving funds in the amount of \$17,350 available.

Recommended Action/Motion

I move to approve accepting the proposal from Robert H. Ward & Assoc., Inc. of South Chicago Heights, Illinois, for an additional nineteen (19) Pneumatic Concrete Structure Repairs for an amount not to exceed the remaining \$17,350.

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: 049985

Purchase Order Date: 09/05/08

PURCHASE ORDER

To:

WARD & ASSOCIATES
 3300 HOLEMAN AVENUE
 CHICAGO HEIGHTS, IL 60411

Ship to:

VILLAGE OF ORLAND PARK

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

Vendor No. 8031		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	
Deliver By	Vendor Phone Number	Vendor Fax Number		Terms			
09/30/08	TEL# (708) 756-0767	FAX# (708) 756-0940		NET			
Confirm To		Confirm By		Requisitioned By			
		JUDY KONOW		TMARTIN			
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date		
		01050024314330		50820	06/27/08		
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost		
1	40000.00	DL	CONCRETE REPAIRS PER BOARD ACTION 2008-0363	1.0000	40000.00		
					SUB-TOTAL 40000.00		
					TOTAL 40000.00		
			REMARKS: BOARD APPROVED 6/16/08 2008-0363				

Authorized By: Judy Konow Faxed: 9.24.08 Phoned: _____ Mailed: _____