

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0350

Innoprise Contract #: C19-0089

Year: 2019

Amount: \$166,850.00

Department: Parks - Mike Mazza

Contract Type: Maintenance

Contractors Name: Schaeffges Brothers, Inc.

Contract Description: CPAC Activity Pool Gutter Repairs (\$166,850 + \$58,150 contingency)

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Heoly
Cynthia Nelson Katsenes
Michael R. Milani

July 15, 2019

Mr. Kenneth Schaeffges
Schaeffges Brothers, Inc.
851 Seton Ct., Suite 2A
Wheeling, Illinois 60090

NOTICE TO PROCEED – Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs

Dear Mr. Schaeffges:

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 15, 2019. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Mike Mazza at 708-403-6108 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated June 20, 2019 in an amount not to exceed One Hundred Sixty Six Thousand Eight Hundred Fifty and No/100 (\$166,850.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Gary Couch
Mike Mazza

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

June 20, 2019

Mr. Kenneth Schaeffges
Schaeffges Brothers, Inc.
851 Seton Ct., Suite 2A
Wheeling, Illinois 60090

NOTICE OF AWARD – Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs

Dear Mr. Schaeffges:

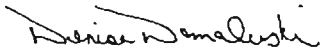
This notification is to inform you that on June 17, 2019, the Village of Orland Park Board of Trustees approved awarding the contract to Schaeffges Brothers, Inc. in accordance with the proposal you submitted dated March 20, 2019, for Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs for an amount not to exceed One Hundred Sixty Six Thousand Eight Hundred Fifty and No/100 (\$166,850.00.) Dollars.

In order to begin this engagement/project, you must comply with the following within ten business days of the date of this Notice of Award, which is by July 5, 2019.

- I am attaching the Contract for Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.
- Please submit Performance and Payment Bonds, dated June 20, 2019. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, Payment and Performance bonds, and completed W-9 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@orlandpark.org.

Sincerely,

A handwritten signature in black ink that reads "Denise Domalewski". The signature is fluid and cursive, with the first name "Denise" and last name "Domalewski" clearly distinguishable.

Denise Domalewski
Purchasing & Contract Administrator

cc: Gary Couch
Mike Mazza



ORLAND PARK

Centennial Park Aquatic Center Activity Pool Gutter Repairs (Contract for Maintenance)

This Contract is made this 20th day of June, 2019 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and SCHAEFGES BROTHERS, INC. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

o The Request for Proposals issued March 5, 2019

o The Instructions to the Proposers #19-006

The Proposal as it is responsive to the VILLAGE's RFP requirements

Certificate of Compliance

Certificates of Insurance

Performance & Payment Bonds

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Activity Pool gutter leveling, repairs, and Rim Flow Coping Stone replacement, and replacement of adjacent concrete deck at Centennial Park Aquatic Center (CPAC), 15600 West Avenue, Orland Park, IL 60462, ensuring compliance with all ADA (Americans with Disabilities Act) requirements

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (RFP 19-006 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 One Hundred Sixty Six Thousand Eight Hundred Fifty No/100 (\$166,850.00) Dollars

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

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

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: This Contract shall commence on the date of its execution. The WORK shall not begin until after the pool closes for the season (September 2, 2019). The Contract will expire upon completion, inspection, acceptance and final payment for the work performed. Certain provisions of the Contract shall survive expiration or termination of the Contract. 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, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

Compensation Act court interpretations or otherwise.

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

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

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

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

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

To the VILLAGE:

Denise Domalewski
Purchasing & 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@orlandpark.org

To the CONTRACTOR:

Kenneth Schaeffges
President
Schaeffges Brothers, inc.
851 Seton Ct., Suite 2A
Wheeling, Illinois 60090
Telephone: 847-537-3330
Facsimile: 847-537-7439
e-mail: ken@sbigc.com

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

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

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

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

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

FOR: VILLAGE OF ORLAND PARK

By: [Signature]

Print name: Thomas Dubelbers

Title: Village Manager

Date: 7-10-19

FOR: SCHAEFGES BROTHERS, INC.

By: [Signature]

Print name: KEO SCHAEFGES

Title: PRESIDENT

Date: 7/9/19



General Terms and Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and SCHAEFGES BROTHERS, INC. (the "CONTRACTOR") for Centennial Park Aquatic Center Activity Pool Gutter Repairs (the "WORK") dated June 20, 2019 (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, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.
 - 1.2.7.1 This CONTRACT calls for the construction/maintenance of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/pages/2018-rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

1.2.8 Contractor will not be relieved of any obligation to the VILLAGE 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 Terms & General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated May 5, 2019 which includes
 - Request for Proposals 19-006
 - Instructions to the Proposers
 - Specifications and Drawings, if any
- .5 Accepted Proposal as it conforms to Village requirements
- .6 Addenda, if any
- .7 Certificate of Compliance
- .8 Required Certificates of Insurance
- .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 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.
- 3.4 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.
- 3.5 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 Contractor 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 coverage 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 coverage 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. 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, defend 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.

PROPOSAL SUMMARY SHEET
RFP # 19-006
Centennial Park Aquatic Center
Activity Pool Gutter Repairs

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

Organization Name: Schaeffges Brothers, Inc.

Street Address: 851 Seton Ct., Suite 2A

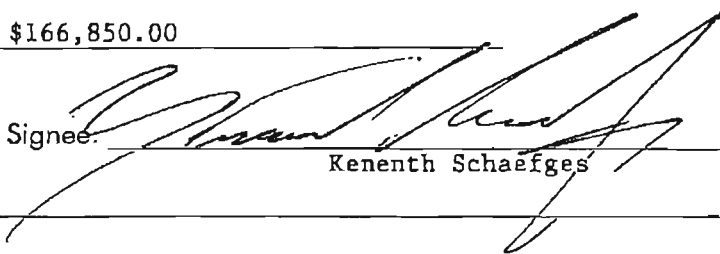
City, State, Zip: Wheeling, IL 60090

Contact Name: Kenneth Schaeffges

Phone: 847-537-3330 Fax: 847-537-7439

E-Mail address: ken@sbigc.com

Proposal Total: \$166,850.00

Signature of Authorized Signee: 

Kenneth Schaeffges

Title: President

Date: March 20, 2019

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Kenneth Schaeffges, as President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Schaeffges Brothers, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D.#: 36-2482555
(or Social Security # if a sole proprietor or individual)

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

- ☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation

Illinois July 13, 1962
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

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

3) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

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

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

5) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by

this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

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

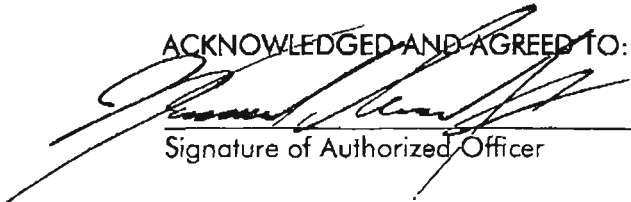
6) TAX CERTIFICATION: Yes [x] No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Kenneth Schaeffer

Name of Authorized Officer

President

Title

03/20/19

Date

REFERENCES

ORGANIZATION

SEE ATTACHED PROJECT HISTORY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

Proposer's Name & Title:

Signature and Date:

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

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

The proposer 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 proposer.

ACCEPTED & AGREED THIS 20th DAY OF March, 20 19

Signature

Kenneth Schaeffges, President

Printed Name & Title

Authorized to execute agreements for:

Schaeffges Brothers, Inc.

Name of Company



General Contractors

Schaeffges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790

Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

March 18, 2019

PROJECT HISTORY

D214 CPP 2018 BUFFALO GROVE HIGH SCHOOL CONCRETE

Owner: Township HS District 214
Construction Mgr: Pepper Construction Co., Lisa Koeune – 847-670-4129, LKoeune@pepperconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$666,744.00
Completion Date: March, 2019

KELLER PARK PEDESTRIAN BRIDGE REPLACEMENT

Owner: Deerfield Park District – Jeff Nehila – 847-572-2612
Construction Mgr: Strand Associates, Inc. – Stephanie Thomsen – 608-251-4843
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$150,900.00
Completion Date: November, 2018

WAUCONDA AREA LIBRARY EARTHWORK

Owner: Wauconda Area Library
Construction Mgr: Featherstone, Inc. – Brian Gilsinn – 312-405-4057
Project Manager: Kenneth Schaeffges
Superintendent: Mark Reed
Contract Amount: \$149,519.00
Completion Date: November, 2018

WAUCONDA AREA LIBRARY CONCRETE

Owner: Wauconda Area Library
Construction Mgr: Featherstone, Inc. – Brian Gilsinn – 312-405-4057
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$252,010.00
Completion Date: November, 2018

ARLINGTON HEIGHTS POLICE STATION ENCLOSURE AND INTERIOR-SITE CONCRETE & PAVING

Owner: Village of Arlington Heights
Construction Mgr.: Riley Construction – Matt Walsh – 847-457-3909 Mattw@rileycon.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$433,959.00
Completion Date: November, 2018

Project History
March 18, 2019

1200 N. NORTH BRANCH, CHICAGO TENNANT BUILDOUT

Owner: 1200 Partners, LLC – Jarrik Mitchell – JMitchell@r2.me
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$464,771.57
Completion Date: October, 2018

NEW TRIER HIGH SCHOOL 2018 RENOVATIONS CAST IN PLACE & SITE CONCRETE

Owner: New Trier High School District 203
Construction Mgr: Pepper Construction
Project Manager: Ken Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$214,613.00
Completion Date: September, 2018

LINCOLN HALL MIDDLE SCHOOL PHASE III RENOVATION WORK

Owner: Lincolnwood SD 74
Construction Mgr: Z3 Solutions – Nicholas Zouras – 847-730-3945
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$147,716.00
Completion Date: September, 2018

MORTON EAST HIGH SCHOOL HEALTH LIFE SAFETY RENOVATIONS
CAST IN PLACE CONCRETE

Owner: J. Sterling Morton High School District #201
Construction Mgr: Vision Construction & Consulting Inc.
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$114,500.00
Completion Date: September, 2018

ST. CHARLES OTTER COVE WATER SLIDE ADDITION

Owner: St. Charles Park District – Laura Rudow – LRudow@stcparks.org
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$1,091,318.00
Completion Date: July, 2018

ELK GROVE I-290 AT DEVON AVENUE GATEWAY SIGN

Owner: Village of Elk Grove – Brian Lovering – 847-734-8077 – Blovering@elkgrove.org
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$279,365.00
Completion Date: Aug., 2018

WESTCHESTER WATER SLIDE REPLACEMENT AND ZIP LINE PROJECT

Owner: Westchester Park District – Jim Burg-708-865-8200 JBurg@wpdparks.org
Architect.: Innovative Aquatic Design, LLC – Tyler Dailey-312-374-8010 tyler.dailey@iad-llc.com
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$225,2258.00
Completion Date: July, 2018

Project History
March 18, 2019

MILWAUKEE BUCKS ENTERTAINMENT BLOCK INTERACTIVE WATER FEATURE CONCRETE

Owner: Deer District LLC
Construction Mgr: Fountain Technologies – Justin Hauad – 847-537-3677
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$161,500.00
Completion Date: August, 2018

MAINE SOUTH HIGH SCHOOL POOL FILTER REPLACEMENT

Owner: Maine Township HS District 207 – Mary Kalou – 847-696-3600
Architect: ELARA Energy Services, Inc.
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$271,183.00
Completion Date: August, 2018

ITASCA WATER PARK CONCRETE REPAIRS

Owner: Itasca Park District
Architect: FGM Architects, Annabella Orlando – 630-574-8726
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$175,600.00
Completion Date: July, 2018

HOFFMAN ESTATES FAMILY AQUATIC CENTER SAND FILTER

Owner: Hoffman Estates Park District – Dustin Hugen – 847-285-5465 – dhugen@heparks.org
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$533,503.75
Completion Date: May, 2018

HEIDENHAIN CORPORATION CONCRETE FLOOR

Owner: Gary Davis
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$42,313.00
Completion Date: July, 2018

BUTTERFIELD PARK DISTRICT LEISURE POOL LEAK REPAIR

Owner: Butterfield Park District – Larry Reiner – 630-464-7311
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$48,979.00
Completion Date: June, 2018

SPECIAL OLYMPICS ETERNAL FLAME OF HOPE

Owner: Special Olympics International
Construction Mgr: James McHugh Const. Co, Elizabeth Theis–773-858-8405 etheis@mchughconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$214,500.00
Completion Date: June, 2018

ARLINGTON HEIGHTS RECREATION PARK POOL MODIFICATIONS

Owner: Arlington Heights Park District – Benjamin Rea – 847-506-7145 – BRea.ahpd.org
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$24,700.00
Completion Date: May, 2018

1200 N. NORTH BRANCH / EXERCISE ROOM TOPPING SLAB

Owner: 1200 Partners, LLC – Gary Stoltz – 312-415-2799 – gstoltz@1200mc.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$116,699.23
Completion Date: May, 2018

ROBERT PALMER DRIVE UNDERPASS IMPROVEMENTS

Owner: City of Elmhurst – Paul Walter – 630-530-3018 – Paul.Walter@elmhurst.org
Architect.: 3D Design Studios – Dan Dalziel - DDalziel@3ddesignstudio.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$746,862.00
Completion Date: May, 2018

641 W. LAKE, CHICAGO SIDEWALK VAULT

Owner: W-R2 Lake Owner VIII, LLC – Kirk Wooller – KWooller@wr2mc.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$51,426.00
Completion Date: March, 2018

MENARDS WOODSTOCK, IL CONCRETE

Owner: Menards, Inc.
Construction Mgr.: Jayger Construction, LLC – Mike Lombardo – 847-809-0997 – mlombardo@jaygerllc.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$132,513.00
Completion Date: February, 2018

EAST AURORA HIGH SCHOOL EXPANSION/RENOVATION PROJECT-PHASE 3 CONCRETE

Owner: East Aurora School District #131 – Nestor Garcia-630-299-5545
Architect.: Cordogan, Clark & Associates, Inc. – Rick Krischel - RKrischel@cordoganclark.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$1,549,970.00
Completion Date: December, 2017

VILLAGE OF STICKNEY POLICE DEPARTMENT REPAIR

Owner: Village of Stickney – Joseph Lopez – Jlopez@villageofstickney.com
Architect.: Novotny Engineering – Timothy Geary – TGeary@franknovotnyengineering.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$146,195.00
Completion Date: December, 2017

THE MORTON ARBORETUM CHILDREN'S GARDEN IMPROVEMENTS – EARTHWORK

Owner: The Morton Arboretum
Construction Mgr.: Featherstone, Inc. – Brian Gilsinn – briano@featherstoneinc.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$68,506.00
Completion Date: December, 2017

NAVY PIER FERRIS WHEEL CANOPY

Owner: Navy Pier, Inc.
Construction Mgr.: James McHugh Construction Co. Bryce Bloxsom - bbloxsom@mchughconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$33,218.00
Completion Date: November, 2017

OAKTON COMMUNITY COLLEGE MONUMENT SIGNAGE

Owner: Oakton Community College – Richard Schwass – rschwass@oakton.edu
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$461,377.00
Completion Date: October, 2017

1000 LAKE SHORE PLAZA CONCRETE REPAIR

Owner: 1000 Condominium Association
Const. Manager: Prairie Forge Group – Dave Stermetz - dvstermetz@p-fgroup.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$232,047.12
Completion Date: September, 2017

GLENVIEW 2017 LIFE SAFETY IMPLEMENTATION CONCRETE

Owner: Glenview School District #34
Const. Manager: IHC Construction Companies, LLC – Tom Carrano - tcarrano@ihcconstruction.com
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$102,586.53
Completion Date: September, 2017

STAGG HIGH SCHOOL PVC POOL GRATINGS

Owner: Consolidated HS District 230 – Bob Hughes - 708-745-5237
Project Manager: Chad Karecki
Superintendent: Chad Karecki
Contract Amount: \$47,800.00
Completion Date: July, 2017

ROCKFORD MAGIC WATERS AQUA LOOP & PARENT/TOT POOL CONSTRUCTION

Owner: Rockford Park District – Tom Lind – 815-987-1649
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$2,037,977.93
Completion Date: June, 2017

POLK BROTHERS PARK PHASE 2 PROJECT G

Owner: Navy Pier, Inc.
Construction Mgr.: James McHugh Construction Company-Keri Woodring-312-888-4873
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$515,238.00
Completion Date: June, 2017

TOWNSHIP HS DIST. 113 HIGHLAND PARK HIGH SCHOOL/DEERFIELD HIGH SCHOOL POOLS

Owner: Township High School Dist. #113
Const. Manager: Gilbane Building Company – Dan Sullivan
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$3,650,548.00
Completion Date: May, 2017

TINLEY PARK WATERSLIDE AT WHITEWATER CANYON

Owner: Tinley Park Park District – John Curran, Director 708-342-4200
Construction Mgr.: Cody Braun & Associates, LLC – Jeffrey Braun
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$393,730.00
Completion Date: May, 2017

OAK RECREATION FACILITY ADDITION & SITE IMPROVEMENTS TO YUNKER FARM PARK

Owner: Mokena Community Park District
Construction Mgr.: Henry Bros. Co.-Joe Bartkus 708-658-0219
Project Manager: Chad Karecki
Superintendent: Chad Karecki
Contract Amount: \$309,000.00
Completion Date: June, 2017

HOFFMAN ESTATES TRIPHAHN CENTER RENOVATION/CONCRETE WORK

Owner: Hoffman Estates Park District – Gary Buczkowski – 847-561-2172
Architect: Williams Architects – 630-221-1212
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$45,000.00
Completion Date: February, 2017

LINCOLNWOOD PUBLIC LIBRARY RENOVATIONS, CAST-IN-PLACE CONCRETE WORK

Owner: Lincolnwood Public Library District
Construction Mgr.: Gilbane Building Company-Walter Hadeler 773-695-3500
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$105,400.00
Completion Date: January, 2017

LYNDEX NIKKEN TRENCH DRAIN REPAIR

Owner: Lyndex Nikken – Rich Schultz – 847-367-4800
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$23,700.00
Completion Date: November, 2016

Project History
March 18, 2019

PORT CLINTON PAVER DRAINAGE PROGRAM

Owner: City of Highland Park-Linda Ramsey 847-926-1152
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$409,910.00
Completion Date: November, 2016

HARPER COLLEGE 2016 SIDEWALK AND CONCRETE MAINTENANCE

Owner: Harper College-Dirk Heid 847-925-6021
Construction Mgr.: Eriksson Engineering Associates-Tom Petermann 847-223-4804
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$499,000.00
Completion Date: October, 2016

NORTHBROOK SKATE PARK PREVENTATIVE MAINTENANCE & MEADOWHILL CAULKING

Owner: Northbrook Park District – Mindy Munn – 847-291-2960
Project Manager: Chad Karecki
Superintendent: Julio Pantoja
Contract Amount: \$13,000.00
Completion Date: October, 2016

KANE COUNTY BOILER ROOM FOUNDATION

Owner: Kane County Illinois – Don Biggs – BiggsDon@co.kane.il.us
Construction Mgr.: Cordogan Clark Consulting Services, Inc. – Brian Kronewitter – 630-209-7525
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$34,505.00
Completion Date: October, 2016

HISTORIC FABYAN LIGHTHOUSE RECONSTRUCTION PROJECT

Owner: Forest Preserve District of Kane County-Monica Meyers 630-232-5980
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$128,900.00
Completion Date: September, 2016

LAKE BLUFF MIDDLE SCHOOL ADDITION & RENOVATION, SITE CONCRETE & ASPHALT

Owner: Lake Bluff School District: 65
Construction Mgr.: IHC Construction Companies-Sean Gaskill 847-742-1535
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$335,000.00
Completion Date: August, 2016

LEYDEN HIGH SCHOOL DISTRICT 212 LIFE SAFETY & RENOVATION WORK 2016

Owner: Board of Education Leyden High School District 212
Construction Mgr.: Bergen Construction-David Bergen 847-991-1500
Project Manager: Kenneth Schaeffges
Superintendent: Joe Milazzo
Contract Amount: \$534,476.00
Completion Date: August, 2016

MITCHELL POOL EXCAVATION

Owner: Deerfield Park District
Construction Mgr.: W.B. Olson – John Emser 847-498-3800 emser@wbo.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$351,217.00
Completion Date: August, 2016

WESTMONT SCHOOLS ADDITIONS & RENOVATIONS, EARTHWORK & CONCRETE

Owner: Community Unit School District 201
Construction Mgr.: Pepper Construction-Kellie Ropers 847-381-2760
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$218,967.00
Completion Date: August, 2016

O'PLAINE HIGH SCHOOL POOL RENOVATION

Owner: Warren Township High School District 121-Jose Zires 224-628-1500
Architect: FGM Architects-Brian Walsh 630-574-8300
Project Manager: Chad Karecki
Superintendent: Julio Pantoja
Contract Amount: \$389,000.00
Completion Date: August, 2016

PRAIRIE STONE SPORTS & WELLNESS CENTER POOL FILTER REPLACEMENT

Owner: Hoffman Estates Park District-John Giacalone 847-285-5465
Architect: Innovative Aquatic Design-224-293-6460
Project Manager: Chad Karecki
Superintendent: Julio Pantoja
Contract Amount: \$198,990.00
Completion Date: August, 2016

PROSPECT HIGH SCHOOL NATATORIUM CONCRETE

Owner: Township High School District 214-Oscar Acevedo 847-878-7482
Construction Mgr.: Pepper Construction Company, Lisa Koeune – LKoeune@pepperconstruction.com
Project Manager: Steve Karecki
Superintendent: Martin Pantoja
Contract Amount: \$1,135,903.00
Completion Date: August, 2016

PROSPECT HIGH SCHOOL NATATORIUM SWIMMING POOL

Owner: Township High School District 214-Oscar Acevedo 847-878-7482
Construction Mgr.: Pepper Construction Company, Lisa Koeune
Project Manager: Steve Karecki
Superintendent: Martin Pantoja
Contract Amount: \$1,294,596.00
Completion Date: August, 2016

SKOKIE WATER PLAYGROUND WATERSLIDE REPLACEMENT

Owner: Skokie Park District – Mike Rae 847-340-1151
Architect: ProSlide Technology, Inc. – Chris Singnore 630-526-5522
Project Manager: Steve Karecki
Superintendent: Mike Reed
Contract Amount: \$112,900.00
Completion Date: June, 2016



Schaeffges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790

Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

March 20, 2019

WORK IN PROGRESS

WEST LEYDEN HIGH SCHOOL COURTYARD ADDITION/RENOVATION

Owner: Board of Education Leyden School District #212
Const. Mgr.: International Contractors, Inc. – Jason Wasser – JWasser@iciinc.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$996,724.00
Percent Complete: 99%
Completion Date: March, 2019

ELK GROVE AUDUBON SKATE PARK

Owner: Elk Grove Park District – Valerie Gerdes Lemme – 847-690-1190
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$426,000.00
Percent Complete: 17%
Completion Date: May, 2019

OLYMPIC RECREATION CENTER ADDITION & RENOVATION

Owner: Arlington Heights Park District – Rick Hanetho
Construction Mgr: Corporate Construction Services–Tyler Quattrocchi–tylerq@corporateconstructionservices.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$1,029,000.00
Percent Complete: 0%
Completion Date: June, 2019

NAVY PIER HOTEL

Owner: Navy Pier, Inc.
Construction Mgr: James McHugh Construction – Vince Reeves
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$1,732,000.00
Percent Complete: 38%
Completion Date: May, 2019

JOHNSTON RECREATION CENTER ADDITION & RENOVATION

Owner: Bloomingdale Park District- Joe Potts
Construction Mgr: Corporate Construction Services –
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$204,332.00
Percent Complete: 81%
Completion Date: April, 2019

Work in Progress
March 20, 2019

NAVY PIER ROOFTOP VENUE

Owner: Navy Pier, Inc.
Construction Mgr: James McHugh Construction – Vince Reeves – vreeves@mchughconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$291,800.00
Percent Complete: 79%
Completion Date: May, 2019

D76 DIAMOND LAKE CAPITAL IMPROVEMENTS 2019 CAST IN PLACE CONCRETE

Owner: Board of Education of Diamond Lake School District 76
Construction Mgr: Pepper Construction Company – Lisa Koeune – LKoeune@pepperconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$67,900
Percent Complete: 0%
Completion Date: August, 2019

TINLEY PARK POOL FILTER MEDIA

Owner: Tinley Park Park District – Timothy Harvey – Tim.Harvey@tinleyparkdistrict.org
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$60,500.00
Percent Complete: 0%
Completion Date: May, 2019



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CORPORATE RESUME

EMPLOYEE	TITLE	EMPLOYMENT DATE	UNION AFFILIATION	COLLEGE DEGREE
Kenneth Schaeffges	President	05/26/83	Operating Engineer	Architect Tech.
Susan Karecki	Corp. Secretary	09/01/92	None	Accounting Cert.
Chad Karecki	Project Manager	01/04/06	None	Finance
Mark Reed	Superintendent	03/12/74	Operating Engineer	
Martin Pantoja	Superintendent	04/07/92	Carpenter	
Michael Reed	Superintendent	06/05/06	Carpenter	Business Management
Christine Forssander	Project Accountant	09/05/95	None	Accounting Cert.

See the attached Schaeffges Brothers, Inc. "Project History" that outlines the project responsibilities of our principal employees for the last 10 years.

AIA® Document A305™ - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Village of Orland Park
14700 South Ravinia Avenue
ADDRESS: Orland Park, IL 60462

SUBMITTED BY: Schaeffges Brothers, Inc.

NAME: Kenneth Schaeffges

ADDRESS: 851 Seton Court, Suite 2A
Wheeling, IL 60090

PRINCIPAL OFFICE: Same as Above

☒ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT: (if applicable) Centennial Park Aquatic Center

Activity Pool Gutter Repairs

TYPE OF WORK: (file separate form for each Classification of Work)

☒ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☐ Other: (Specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

56 Years

§ 1.2 How many years has your organization been in business under its present business name?

56 Years

§ 1.2.1 Under what other or former names has your organization operated?

None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: July 13, 1962

§ 1.3.2 State of incorporation: Illinois

§ 1.3.3 President's name: Kenneth Schaeffges

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name: Susan Karecki

§ 1.3.6 Treasurer's name: Susan Karecki

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Contractors	Carpentry	Iron Workers
Concrete Finishers	Laborers	
Operating Engineers	Bricklayers	

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Contracting	Demolition	Carpentry
Concrete	Excavation	

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

§ 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

* SEE ATTACHED LIST OF WORK IN PROGRESS*

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. ATTACHED

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$10,000,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

Prairie Materials
7601 W. 79th St.
Bridgeview, IL 61008
708-458-0400

Multiple Concrete Access. Corp.
20284 N. Rand Road
Palatine, IL 60074
(847) 438-2000

§ 4.2 Bank References:

Inland Bank
1100 South Rand Road
Lake Zurich, IL 60047
847-726-3199

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196

§ 4.3.2 Name and address of agent:

Brown & Brown of Illinois
2300 Cabot Drive, Suite 100
Lisle, IL 60532
630-245-4600 / Bill Cahill

§ 5. FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
Barnes, Givens & Barnes, Ltd.
200 East Evergreen Ave., Suite 117, Mt. Prospect, IL 60056

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?
Yes

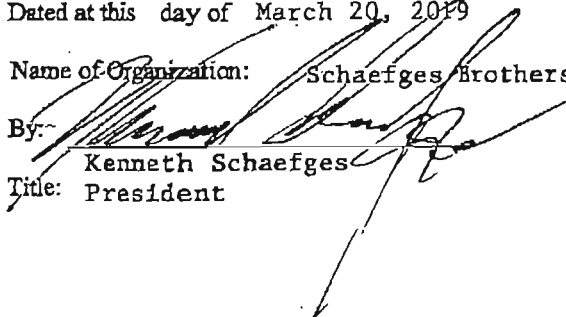
§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
Yes

§ 6. SIGNATURE

§ 6.1 Dated at this day of March 20, 2019

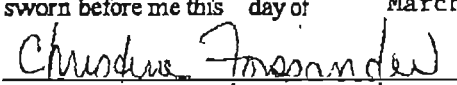
Name of Organization: Schaeffges Brothers, Inc.

By: 
Kenneth Schaeffges
Title: President

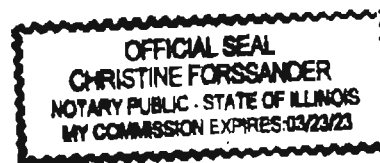
§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of March 20, 2019

Notary Public: 
Christine Forssander

My Commission Expires: March 23, 2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2019

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

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

PRODUCER
NADER M MIKHAEIL (17710)
4200 W EUCLID
STE E
ROLLING MEADOWS, IL 60008-0000

CONTACT
NAME: NADER M MIKHAEIL
PHONE
[A/C, No, Ext]: 847-963-8874 FAX
[A/C, No]: 847-991-8462
E-MAIL
ADDRESS: NADER.MIKHAEIL@COUNTRYFINANCIAL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: COUNTRY Mutual Insurance Company	20990
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 2987179
SCHAEFGES BROTHERS INC
851 SETON CT
WHEELING, IL 60090

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	☒	AB1105161	4/11/2019	4/11/2020	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PRO-JECT ☐ LOC					\$
A	AUTOMOBILE LIABILITY	☒	AB1105161	4/11/2019	4/11/2020	COMBINED SINGLE LIMIT (Ea accident)
	☒ ANY AUTO					BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident)
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					\$
A	☒ UMBRELLA LIAB	☒	AU9177716	4/11/2019	4/11/2020	EACH OCCURRENCE
	☐ EXCESS LIAB					AGGREGATE
	DED ☒ RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒	AW1105160	4/11/2019	4/11/2020	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT

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

JOB NAME:
RFP #19-006 CENTENNIAL PARK AQUATIC CENTER - ACTIVITY POOL GUTTER REPAIRS
(CONTINUED)

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE OF ORLAND PARK
14700 SOUTH RAVINIA AVE
ORLAND PARK, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.

Contains copyrighted material of the National Council on Compensation Insurance, with its permission.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Schaeffges Brothers, Inc.

851 Seton Court, Suite 2A Wheeling, IL 60090

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park

14700 South Ravinia Avenue Orland Park, IL 60462

as Obligor, hereinafter called the Obligor, in the sum of Ten Percent of Amount Bid

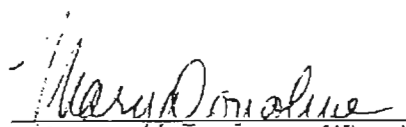
Dollars (\$ 10%),

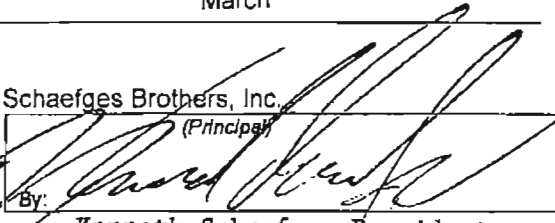
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

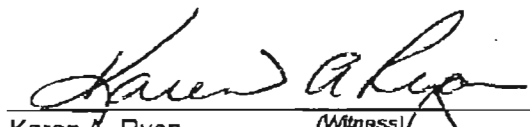
WHEREAS, the Principal has submitted a bid for Centennial Park Aquatic Center Activity Pool Gutter Repairs

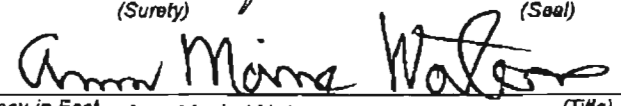
NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 20th day of March, 2019


Mary Donohue (Witness)

Schaeffges Brothers, Inc.
(Principal)
By: 
Kenneth Schaeffges, President (Title)


Karen A. Ryan (Witness)

Fidelity and Deposit Company of Maryland
(Surety)
By: 
Ann Marie Waters (Title)

STATE OF Illinois
COUNTY OF DuPage

I, Christine Eitel Notary Public of DuPage County,
in the State of Illinois, do hereby certify that Ann Marie Waters
Attorney-in-Fact, of the Fidelity and Deposit Company of Maryland
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Fidelity and Deposit Company of Maryland
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle
in said County, this 20th day of March A.D., 2019



Notary Public Christine Eitel
My Commission expires: May 26, 2020



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William F. CAHILL, Christine EITEL, Karen A. RYAN, Kimberly R. HOLMES, Deborah A. CAMPBELL, Leigh Ann FRANCIS and Ann Marie WATERS, all of Lisle, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of January, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 1st day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of March, 2019.



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Schaeffges Brothers, Inc.
851 Seton Court, Suite 2A
Wheeling IL 60090

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg IL 60196-1056
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 South Ravinia Avenue
Orland Park IL 60462

1299 Zurich Way 5th Floor
Schaumburg Illinois 60196-1056

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

CONSTRUCTION CONTRACT

Date: June 20, 2019

Amount: \$ 166,850.00 One Hundred Sixty Six Thousand Eight Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs

BOND

Date: July 10, 2019

(Not earlier than Construction Contract Date)

Amount: \$ 166,850.00 One Hundred Sixty Six Thousand Eight Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Schaeffges Brothers, Inc.

Signature:

Name: Kenneth Schaeffges
and Title: President

SURETY

Company:

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature:

Name: Ann Marie Waters
and Title: Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Brown & Brown of Illinois
2300 Cabot Drive, Suite 100
Lisle IL 60532
630-245-4600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

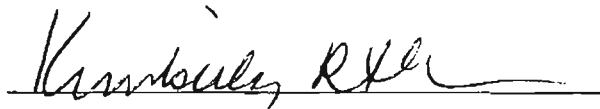
Signature: _____
Name and Title: _____
Address _____

STATE OF ILLINOIS

COUNTY OF DuPage

I, Kimberly R. Holmes Notary Public of DuPage County, in the State of Illinois do hereby certify that Ann Marie Waters Attorney-in-Fact, of the Fidelity and Deposit Company of Maryland who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Fidelity and Deposit Company of Maryland for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 10th day of July A.D., 2019.

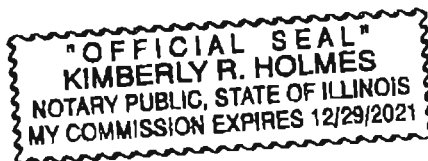


(Notary Public)

Kimberly R. Holmes

My Commission expires: 12/29/2021

Notary Seal:



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William F. CAHILL, Christine EITEL, Karen A. RYAN, Kimberly R. HOLMES, Deborah A. CAMPBELL, Leigh Ann FRANCIS and Ann Marie WATERS**, all of Lisle, Illinois, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V. Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of January, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 1st day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

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



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies.
this 10th day of July, 2019.



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond No. 9292484

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Schaeffges Brothers, Inc.
851 Seton Court, Suite 2A
Wheeling IL 60090

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg IL 60196-1056
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 South Ravinia Avenue
Orland Park IL 60462

1299 Zurich Way 5th Floor
Schaumburg Illinois 60196-1056

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

CONSTRUCTION CONTRACT

Date: June 20, 2019

Amount: \$ 166,850.00 One Hundred Sixty Six Thousand Eight Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs

BOND

Date: July 10, 2019

(Not earlier than Construction Contract Date)

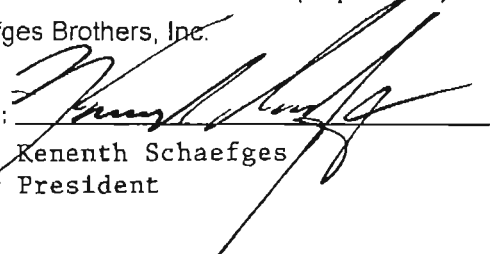
Amount: \$ 166,850.00 One Hundred Sixty Six Thousand Eight Hundred Fifty Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Schaeffges Brothers, Inc.

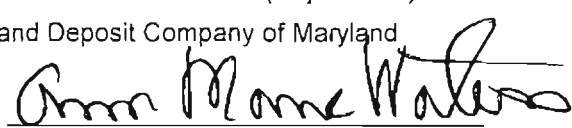
Signature: 

Name: Kenneth Schaeffges
and Title: President

SURETY

Company: (Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: 

Name: Ann Marie Waters
and Title: Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Brown & Brown of Illinois
2300 Cabot Drive, Suite 100
Lisle IL 60532
630-245-4600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____