

Contract #428

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0079

Multi Year: ☐

Amount \$149,730.00

Contract Type:

Small Construction/Inst

Contractor's Name:

The Kenneth Company

Contractor's AKA:

Execution Date:

3/21/2008

Termination Date:

7/31/2008

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: Bunratty Park Development



Friday, April 25, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

April 25, 2008

Mr. Michael Maloney
The Kenneth Company
751 N. Bolingbrook Drive, #12
Bolingbrook, Illinois 60440

RE: NOTICE TO PROCEED
Bunratty Park Development 2008

Dear Mr. Maloney:

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 April 23, 2008. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

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

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

For your records, I have enclosed one (1) original executed contract dated March 21, 2008 in an amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred Thirty and No/100 (\$149,730.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
(Contract for Small Construction or Installation Project)

This Contract is made this **21st day of March, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and The Kenneth Company (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, included by reference

- The Invitation to Bid
- The Instructions to the Bidders

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

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

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

Bunratty Park Development – The work will include grading and excavation, drainage, concrete walks, playground equipment, play surfacing, site furnishings, landscape plantings and turf restoration.

The Village of Orland Park will be furnishing and installing the picnic shelter shown on the plans. The Contractor will be responsible for coordinating the installation of the concrete walks with the Village of Orland Park's installation of the picnic shelter.

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) dated January 8, 2008 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 amount for the WORK:

TOTAL: One Hundred Forty - Nine Thousand Seven Hundred Thirty and No/100 (\$149,730.00) Dollars (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract on April 15, 2008 and shall complete performance of the WORK of this Contract by July 31, 2008, (hereinafter referred to as the "CONTRACT TIME.") Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Village, its trustees, officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, sub-Contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

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 Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-Contractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said Sub-contractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its Sub-contractors will designate the Village as an intended third party beneficiary of that contract. Contractor hereby agrees to specifically label Village as an "intended third party beneficiary" in all contracts entered in furtherance of this contract.

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

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

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

To the CONTRACTOR:
Michael Maloney, President
The Kenneth Company
751 N. Bolingbrook Drive, #12
Bolingbrook, IL 60440
Telephone: 630-679-2750
Facsimile: 630-679-1070
e-mail: kcooffice@aol.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.

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and THE KENNETH CO. (the "CONTRACTOR") for **Bunratty Park Development** (the "WORK") dated **March 21, 2008** (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

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

1.2 CONTRACTOR'S RIGHTS AND DUTIES

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

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

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

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated January 8, 2008 which includes
 - Instructions to the Bidders
 - Invitation to Bid
 - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda, if any

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

ARTICLE 3: PAYMENTS AND COMPLETION

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

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

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

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

ARTICLE 4: TAXES

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

ARTICLE 5: INSPECTION OF MATERIALS

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

ARTICLE 6: ASSIGNMENT

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

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

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

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

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

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

ARTICLE 7: GUARANTEES AND WARRANTIES

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

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

ARTICLE 8: DEFAULT

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

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

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

ARTICLE 9: DISPUTES AND VENUE

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

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

ARTICLE 10: CONTRACT TIME

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

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns and Brusseau Design Group and its consultants as additional insureds to the General Liability, Automobile Liability and Umbrella/Excess Liability insurance policies by appropriate endorsement by Contractor's insurer and evidencing the coverages listed below. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's

General Liability, Automobile Liability and Umbrella/Excess Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. The policy(ies) shall contain a Waiver of Subrogation in favor of the Additional Insureds as it applies to General liability and Worker's Compensation. Each policy shall bear an endorsement precluding the cancellation, non-renewal, material modification or reduction of said policies without providing the Village at least thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

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

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

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

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

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

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

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

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

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or

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

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13: EXECUTION OF CONTRACT

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

ARTICLE 14: CHANGES IN THE WORK

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

ARTICLE 15: TERMINATION

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

BIDDER SUMMARY SHEET

Bunratty Park Development
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of d



THE KENNETH CO

Fred Vrtis

Estimator / Project Manager

751 N. Bolingbrook Dr. #12
Bolingbrook, Illinois 60440
630/679-2750
Fax: 630/679-1070
Mobile: 630/514-2118
Email: Kennethcomp@aol.com

The Kenneth Company
Firm Name

751 N. Bolingbrook Dr #12
Street Address

Bolingbrook IL 60440
City State Zip

Michael Maloney
Contact Name

x [Signature]
Signature of Authorized Signee

President
Title

630-679-2750
Phone

630-679-1070
Fax

Kcooffice@aol.com
E-mail address

36-3748210
FEIN #

Total Bid Price:

149,730.00

Bunratty Park Development
Bid Proposal Form

<u>#</u>	<u>Item/Description</u>	<u>Sub-Total</u>
A. Removals		
1.	Remove existing asphalt walk including aggregate base.	\$ <u>1618.00</u>
2.	Remove and salvage existing collapsible bollard.	\$ <u>180.00</u>
B. Grading & Excavation		
1.	Strip existing topsoil from all walk, pavement and playground areas and stockpile for respreading.	\$ <u>4332.00</u>
2.	Perform all cuts as shown on plan to establish subgrades for new walks, pavements and playground. Compact subgrade in accordance with the specifications. Construct earth landforms as shown and noted on the Construction Plans. Haul all excess soils from the site.	\$ <u>2000.00</u>
3.	Respread stockpiled topsoil over all disturbed areas and blend into surrounding grade.	\$ <u>3426.00</u>
C. Drainage		
Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.		
1.	Underdrainage system including pipe, pipe bedding, cleanouts, backfill and outfall slab.	\$ <u>6804.00</u>
D. Concrete		
Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.		
1.	Concrete Walks.	\$ <u>21,622.00</u>
2.	Concrete Curbs.	\$ <u>1872.00</u>
3.	Curbed Faced Concrete Walk. (Curb Face Portion Only)	\$ <u>2665.00</u>
4.	Concrete Access Walk.	\$ <u>300.00</u>

Item/Description

Sub-Total

D. Playground Equipment and Surfacing

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- | | | |
|----|--|---------------------|
| 1. | Playground Equipment. | \$ <u>77,400.00</u> |
| 2. | Engineered Wood Fiber Play Surfacing, including soil separator fabric. | \$ <u>4960.00</u> |

E. Site Furnishings

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- | | | |
|----|---------------------------|-------------------|
| 1. | Benches. | \$ <u>4032.00</u> |
| 2. | Litter Receptacles. | \$ <u>1312.00</u> |
| 3. | Picnic Tables. | \$ <u>2578.00</u> |
| 4. | Bags Court Target Boards. | \$ <u>2784.00</u> |

E. Landscape Plantings and Turf Restoration

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- | | | |
|----|------------------------------|-------------------|
| 1. | Shade Trees. | \$ <u>3250.00</u> |
| 2. | Ornamental Trees. | \$ <u>2200.00</u> |
| 3. | Deciduous Shrubs. | \$ <u>1000.00</u> |
| 4. | Evergreen Shrubs. | \$ <u>1000.00</u> |
| 5. | Groundcovers and Perennials. | \$ <u>480.00</u> |
| 6. | Planting Bed Mulch. | \$ <u>675.00</u> |
| 7. | Seed Restoration. | \$ <u>3240.00</u> |

Base Bid Total Amount

\$ 149,730.00

Bid Security (10% of Base Bid)

\$ 14,973.00

Base Bid Amount Written ONE HUNDRED FORTY NINE THOUSAND, SEVEN
HUNDRED THIRTY DOLLARS.

Unit Prices

The following unit prices will be used to establish costs for Changes to the Contract. Provide the following unit prices based on the Plans, Details and Specifications.

#	<u>Item/Description</u>	<u>Unit Price</u>
---	-------------------------	-------------------

A. Removals

Furnish the cost per unit to excavate, load and haul the following items from the project site:

- | | | |
|----|--|-----------------|
| 1. | Clean Clay material per Cubic Yard. | \$ <u>45.00</u> |
| 2. | Clean Topsoil Material per Cubic Yard. | \$ <u>40.00</u> |
| 3. | Unsuitable Soil per Cubic Yard. | \$ <u>50.00</u> |

B. Grading and Excavation

- | | | |
|----|--|-----------------|
| 1. | Import clean Clay Material from off site source, deposit, spread and compact on site per Cubic Yard. | \$ <u>40.00</u> |
| 2. | Import clean Topsoil Material from off site source, deposit, and spread on site per Cubic Yard. | \$ <u>40.00</u> |

D. Drainage

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- | | | |
|----|---|-----------------|
| 1. | 6" Perforated Drainage Pipe including trenching, bedding, washed gravel backfill per Linear Foot. | \$ <u>22.00</u> |
|----|---|-----------------|

E. Concrete

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

1. Concrete Walks per Square Foot. \$ 5.70
2. Concrete Curbs per Linear Foot. \$ 17.00
3. Curb Faced Concrete Walk per Linear Foot. \$ 13.00

E. Playground Equipment and Surfacing

1. Provide the multiplier of delivered cost to furnish, assemble and install play apparatus. 1. 30

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

2. Engineered Wood Fiber Safety Surfacing including soil separator fabric per square foot. \$ 1.10

F. Turf Restoration

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

1. Seed Restoration per Square Yard. \$ 2.50

BUSINESS ORGANIZATION:

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

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

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

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

The Kenneth Company
Business Name

(Corporate Seal)

[Signature]
Signature

Michael Maloney
Print or type name

President
Title

2/6/08
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

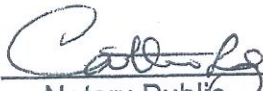
I, Michael Maloney, being first duly sworn certify
and say that I am
President
(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 04 Day
of Feb., 2008


Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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 contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights 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:

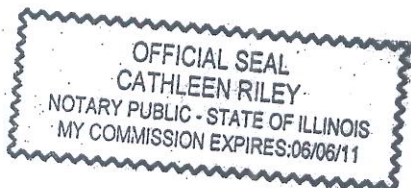
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Michael Muloney, having submitted a bid for The Kenneth Company (Name of Contractor) for Bunratty Park Development (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before
me this 02 day of Feb., 2008.

[Signature]
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by

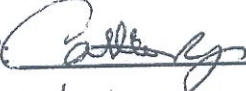
personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

BY:  _____

ATTEST:  _____

DATE: 2/6/08 _____

TAX CERTIFICATION

I, Michael Maloney, having been first duly sworn depose and state as follows:

I, Michael Maloney, am the duly authorized agent for The Kenneth Company, which has submitted a bid to the Village of Orland Park for

Bunratty Park Development and I hereby certify
(Name of Project)

that The Kenneth Company is not

delinquent 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.

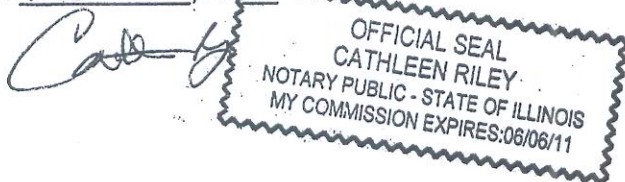
By: [Signature]

Title: President

Subscribed and Sworn to

Before me this 6th

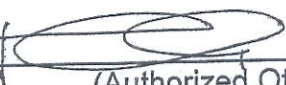
Day of Feb, 2008



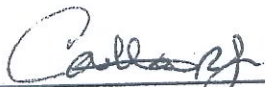
**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

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

Contractor:

By:  _____
(Authorized Officer)

Subscribed and Sworn to
before me this 10th day
of Feb., 2008



Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Michael Maloney, having been first duly sworn depose
and state as follows:

I, Michael Maloney, am the duly authorized
agent for The Kenneth Company, which has
submitted a bid to the Village of Orland Park for

Bunratty Park Development and I hereby certify
(Name of Project)

that The Kenneth Company
(Name of Company)

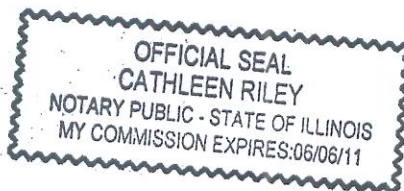
participates in apprenticeship and training programs approved and registered with
the United States Department of Labor Bureau of Apprenticeship and Training.

By: [Signature]

Title: President

Subscribed and Sworn to
Before me this 6th
Day of Feb, 2008

Cathleen Riley



REFERENCES

(Please type)

ORGANIZATION See Attached Sheets

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 _____

Bidder's Name: The Kenneth Company

Signature: 

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

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

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

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

ACCEPTED & AGREED THIS 6th DAY OF Feb., 2008



Signature

Michael Maloney, President
Printed Name & Title

Authorized to execute agreements for:

The Kessel Company
Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DE
KENNE-2

DATE (MM/DD/YYYY)
09/19/07

PRODUCER
Columbian Agency
www.columbianagency.com
1005 Laraway Road
New Lenox IL 60451
Phone: 815-485-4100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

THE KENNETH COMPANY INC
751 N. BOLINGBROOK DR. #12
BOLINGBROOK IL 60440

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Iowa Mutual Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	A027728GL	08/29/07	08/29/08	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				
A	AUTOMOBILE LIABILITY	A027728BA	08/29/07	08/29/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	A027728UC	08/29/07	08/29/08	EACH OCCURRENCE \$ 4,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 4,000,000
	☐ DEDUCTIBLE				\$
	☒ RETENTION \$WAIVED				\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A027728WC	08/29/07	08/29/08	☒ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROPERTY	A027728CP	08/29/07	08/29/08	LEASED \$200,000
A	EQUIPMENT FLOATER	A027728IM	08/29/07	08/29/08	

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

CERTIFICATE HOLDER

MARTIMP

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



AIA Document A310

Bid BondBOND # TKC020608**KNOW ALL MEN BY THESE PRESENTS**, that we**THE KENNETH COMPANY**

751 N. BOLINGBROOK DR., STE 12 BOLINGBROOK, IL 60440-5303

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

UNITED FIRE & CASUALTY COMPANY

P.O. BOX 73909 CEDAR RAPIDS, IA 52401

a corporation duly organized under the laws of the State of IOWA as Surety, hereinafter called the Surety, are held and firmly bound unto **VILLAGE OF ORLAND PARK**

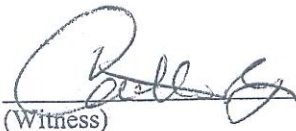
14700 S. RAVINIA AVENUE ORLAND PARK, IL 60462

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, 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
Bunratty Park Development

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 6th day of February, 2008
(Witness)**THE KENNETH COMPANY**

(Principal)

(Seal)

(Title) Michael Maloney, President**UNITED FIRE & CASUALTY COMPANY**

(Surety)

(Seal)

(Title) Thomas O. Chambers, Attorney-in-Fact

**CERTIFICATION OF COMPLIANCE WITH THE
SUBSTANCE ABUSE PREVENTION PROGRAM**
(Public Act 95-0635, effective 01/01/2008)

I, Michael Maloney, having been first duly sworn depose and state as follows:

I, Michael Maloney, am the duly authorized agent for The Kenneth Company, which has submitted a proposal to the Village of Orland Park for Burratty Park Development and I hereby
(Name of Project)

certify that The Kenneth Company have in place either

- ☒ a) a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635, and has provided a written copy thereof to the Village of Orland Park; or
- ☐ b) a collective bargaining agreement in effect dealing with the subject matter of the Substance Abuse Prevention (Public Act 95-0635).

Contractor:

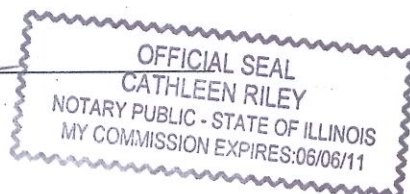
By: [Signature]
(Authorized Officer)

Title: President

Subscribed and Sworn to before me this

25th day of March, 2008

[Signature]
Notary Public



THE KENNETH COMPANY (KCO)
& SUBCONTRACTORS

POLICY ON DRUGS AND ALCOHOL ABUSE

FOR EMPLOYEES

January 1, 2008

Purpose

To help insure a safe, healthy, and productive work environment for the employees of KCO, this Subcontractor and others on our work sites, to protect property and to insure efficient operations, KCO and this Subcontractor agree to adopt a policy of maintaining a work place free of drug and alcohol abuse. This policy restricts certain items and substances from being brought on, or being present on work sites, prohibits all of this Subcontractor's and KCO's employees and other working on work sites from reporting to work or working with measurable levels of illegal and non-prescription drugs, alcohol and other controlled substances which effect the employees ability to perform work safely.

Employees under the influence of drugs or alcohol on the job pose serious safety and health risks not only to the user, but also to all those who surround or come in contact with the user. Therefore, KCO requires this Subcontractor's full cooperation and support in implementing this policy.

Any current employee of this Subcontractor who feels that he or she has a drug or alcohol related problem is encouraged to seek professional help. Any employee of this Subcontractor voluntarily seeking such help should be referred to professional assistance by this Subcontractor and such action by an employee should be kept strictly confidential.

Rules

I. Possessing, manufacturing, distributing, dispensing, and/or use of illegal drugs, drug paraphernalia, unauthorized controlled substances, and other intoxicants on or in work sites is prohibited and will result in immediate removal of employee by this Subcontractor from jobsite upon request of KCO.

II. Reporting to and being at work under the influence of illegal drugs, or unauthorized controlled substances is prohibited. Reporting to, or being at work under the influence of a quantity of alcohol or other legal intoxicant which can adversely affect the individual's performance or the safety of the individual or those surrounding the individual is also prohibited. Violation of this rule will result in immediate removal of employee by this subcontractor from jobsite upon request of KCO.

III. Legally prescribed drugs may be permitted on a work site provided the drugs are prescribed by an authorized medical practitioner for current use by the person in possession of the drugs. Reporting to and being at work with a quantity of prescribed or over-the-counter drugs, where such use prevents the employee of this subcontractor from performing the duties of the job, or poses a safety risk to the employee and/or other persons or property is prohibited.

Any employee of this subcontractor possessing or using a valid prescription or over-the counter drug when on work sites shall notify their immediate supervisor, who in turn will notify the KCO Project Superintendent, if the employee knows of any possible hazardous effects from taking the drugs. The employee may remain on their job or may be required to leave the work site or other appropriate action as determined by KCO Project Superintendent to maintain the safety of the environment for the employee and others.

IV. Any individual who is found to be in violation of this Policy will be removed from the jobsite upon request of KCO. It is clearly understood and agreed that any individual removed from a particular KCO jobsite is barred from doing work on any KCO jobsite without the specific consent of the KCO superintendent on that jobsite. It shall be the responsibility of this subcontractor to notify the KCO superintendent of any such individual who is intended to work on a KCO jobsite.

V. The possession or use of alcohol on or in work sites is prohibited except for special circumstances or events which are authorized by KCO.

Test and Searches

This subcontractor agrees in advance that its employees may, to the extent consistent with applicable law, be requested to undergo a diagnostic test for the use of illegal and non-prescription drugs, alcohol or other substances under any of the following or other circumstances which may be determined by KCO:

1. Prior to assignment to a work site;

2. If involved in a work place accident or incident resulting in personal injury to the individual or others working in the area, or damage to property, or work place circumstances which could have resulted in personal injury to either the employee or others, or damage to property, when there is suspicion to believe that the accident or incident has occurred due to drug or alcohol use.

3. When there is suspicion to believe that an employee is under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants while on the work site, during working hours, or that the employee has reported to work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants which would affect the safety of the individual and/or others.

4. As required by KCO/Owner contract agreement, or applicable government regulations.

KCO reserves the right to search any person entering on the work site and to search property, equipment and storage areas for illegal drugs, drug paraphernalia, unauthorized controlled substances, alcohol or other intoxicants. This shall include, but is not limited to clothing, personal effects, vehicles, buildings, plant facilities, offices, parking lots, desks, cabinets, lockers, closets, lunch and toolboxes, and equipment.

Any employee of this Subcontractor who refuses to submit to a diagnostic test, as permitted by law and/or collective bargaining agreement, or search, will be immediately removed from site by this Subcontractor. Any other persons refusing to submit to a search will be denied access to, or be required to immediately leave any work site.

Cost of Initial Testing

If an employee of this Subcontractor is requested by KCO's Project Superintendent to submit to a drug test, the cost of that test and the confirmatory test of the same specimen will be paid for by this Subcontractor.

Application of Policy

This policy shall apply to all individuals entering a KCO work site or KCO property including, but not limited to full and part-time personnel, consultants, vendors, subcontractors and employees of this Subcontractor.

Notification of Authorities

KCO will report information concerning possession, distribution, or use of any illegal drugs, unauthorized controlled substances, alcohol or other intoxicants to law enforcement officials, and will turn over to the custody of law enforcement officials any such substances found during a search of an individual or property. KCO will cooperate fully in the prosecution and/or conviction of any violators of the law.

Cooperation with the Company

This subcontractor, as a condition of the work, has an obligation to cooperate with any KCO investigation of drug or alcohol abuse on the jobsite. Failure of this subcontractor to cooperate in any such investigation will result in termination of the Agreement in accordance to Article XI of the Agreement.

THIS POLICY IS NON-DISCRIMINATORY AND APPLIES EQUALLY TO ALL EMPLOYEES
AND

SUBCONTRACTORS OF THE KENNETH COMPANY AND IT SUBSIDIARIES.

THE KENNETH COMPANY (KCO) POLICIES

Any employee who violates this policy or uses the electronic communication systems for improper purposes may be subject to discipline, up to and including termination.

Contributions

From time to time, KCO makes donations to worthwhile charities and colleges in its own name. Contributions considered worthwhile include American Cancer Society.

Contributions are made only in communities where our employees will benefit. All decisions concerning contributions will be made by an officer of KCO with input from all employees.

Dress Code and Personal Appearance

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person.

A neat, tasteful appearance contributes to the positive impression you make on our customers. You are expected to be suitably attired and groomed during working hours or when representing KCO. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances our company image. When working at a customer's site, please dress appropriately according to their corporate culture.

Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action.

Keep in mind the discomfort your supervisor would feel if she/he had to address this issue with you.

Drug-Free Workplace Policy

KCO is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. KCO has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on KCO's site and/or client sites or as a part of KCO's activities. KCO will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be looked at on a case-by-case basis.

It is the goal of KCO to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, KCO has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the

violation, her/his supervisor or designated company representative of any criminal drug statute conviction they receive.

4. If an employee receives such a conviction KCO shall:

require the employee to participate satisfactorily in an approved drug-abuse assistance or treatment program.

5. KCO provides information about drug counseling and treatment.

6. KCO reserves the right to search and inspect for the maintenance of a safe workplace.

Standard Drug Testing

All applicants will be required to be screen for drug use before being considered for employment. If the applicant test positive, he will not be considered for the position. The drug test will be a pre-hired requirement. Existing employees will be tested on a random fashion established by Work Care Clinic in Chicago, Illinois. Existing employees who test positive for drug use will be required to go through a preapproved counseling program to remain employed by KCO. Employees can not continue to work unless they have been tested and acknowledge their cooperation with the program.

Health Risks of Alcohol and Other Drug Use

Even though specific physical and mental responses to alcohol and drug use differ, the consequences for using either are usually similar. Negative health reactions can result from both abusive and moderate use of any substance. While on-going health problems are often associated with long-term misuse and abuse, acute and traumatic instances can occur from one-time or moderate use.

Alcohol

Ten (10) percent of adults can be classified as heavy drinkers. That is, they consume an average of two or more drinks per day. Virtually all body systems are affected by the long-term abuse of alcohol. Heavy constant consumption may result in hangovers and serious health consequences. Another sixty (60) percent of the population are moderate drinkers. The most common negative health consequences from occasional drinking are trauma related and involve both the drinker and non-drinker victims. The consumption of alcohol is involved in 200,000 deaths in this country per year, ten (10) percent of the US annual mortality. Half of all traffic deaths are alcohol related and driving under the influence is the number one killer of American teenagers.

Narcotics

The most serious medical consequences of opiate abuse is toxic reaction, more commonly known as overdose. Generally incurred accidentally, overdose leads to death when the respiratory and circulatory systems slow down to the point of ceasing to function. More common health consequences of opiate abuse occur not from the chemicals themselves, but from the lifestyles that frequently accompany their use.

Hypnotics and Anti-Anxiety Drugs

Such prescription medications as Nembutal, Seconal, Quaalude, Miltown and Equanil have serious negative health consequences when abused. The most common is toxic overdose which results in depressed central nervous systems, cardiac and respiratory functioning.

Stimulants

Abusers of stimulant drugs are more likely to experience drug-induced psychiatric disturbances than are other abusers. Differences in health-related responses to stimulant drugs are dependent on the mode of ingestion. Nasal and intravenous use create more acute responses than does oral use.

Marijuana

Chronic long-term use affects most body systems resulting in bronchitis and

other respiratory difficulties, decreased strength of heart contractions, possible negative consequences on the immune system, acute memory impairment, and possible reduction on growth-hormone production. Episodic use of marijuana can result in panic reactions including feelings of anxiety, fears of losing control or going crazy, or fears of physical illness.

Hallucinogens

The most common health-related responses to hallucinogen use include panic reactions, flashbacks and toxic reactions with ingestion of high levels of some compounds.

Legal Implications of Alcohol and Other Drug Use

A variety of implications surround the use of alcohol and other drugs. This summary is designed to alert you to some of the legal risks you assume when you use alcohol or other drugs. Penalties for illegal use will also be described. However, this summary is only a descriptive document. It should not be interpreted as legal advice or counsel. The regulations summarized here are those most likely to affect employees of KCO.

Possession and Use

Check with city or county counsels' offices for specifics of alcohol consumption and use, as maximum levels differ from location to location.

Anyone under twenty-one (21) years of age who buys alcohol is committing a misdemeanor. It is also an infraction of the law for a minor to attempt to buy alcohol.

Public intoxication which interferes with the personal safety or use of public ways is a misdemeanor crime.

It is unlawful to drive a motor vehicle or ride a bicycle on a highway with a blood alcohol content (BAC) level of .08 percent or above. Punishment is greater if a child fourteen (14) years of age is in the vehicle at the time.

It is unlawful for a person under the age of eighteen (18) who has a BAC of .05 percent or more to drive a vehicle.

The act of driving implies consent to be tested for BAC.

It is unlawful to operate a water vessel, to water ski, or to use an aquaplane, with a BAC of .05 percent if the operator is under eighteen (18) years of age.

It is unlawful to operate an aircraft in the air or on the ground or engage in sport parachuting with a BAC of more than .04 percent.

Marriage licenses will not be issued to applicants under the influence of alcohol or other drugs.

It is unlawful to manufacture controlled substances in the home or in any other unregulated facility.

Growing or processing peyote is punishable by imprisonment in the county jail for not more than one (1) year.

It is a felony to use alcohol or drugs to aid the commission of a felony, including rape and other sex offenses.

Applicants for professional licenses must not be addicted to alcohol or other drugs at the time of application.

Distribution

It is a misdemeanor crime to sell, give or furnish alcohol to anyone under twenty-one (21) years of age.

It is a misdemeanor crime to sell or furnish alcohol to a common drunkard or incompetent.

Only eating establishments and holders of retail liquor licenses may sell or expose for sale alcoholic beverages within one (1) mile of a university or state college.

It is unlawful for sellers of alcoholic beverages by the drink to employ a person for the purpose of encouraging the sale of such beverages.

Manufacture, distribution and receipt of "imitation controlled substances" or any drug that is falsely advertised, adulterated or misbranded is unlawful.

Possession of paraphernalia is unlawful as is providing a minor with paraphernalia for the ingestion of tobacco or any controlled substance.

It is illegal to use the postal service or other interstate conveyance to offer to sell or transport, import or export paraphernalia.

It is unlawful to import controlled substances except for medical or scientific purposes.

It is unlawful to export controlled substances to any country that has a treaty with the United States prohibiting such export. Penalties vary depending on the country involved.

Consequences

Carriers of motor vehicle insurance can increase premiums, or cancel or deny renewal as a result of driving under the influence convictions.

In certain cases employers' motor vehicle coverage can also be canceled or renewal denied if employees have been convicted of driving under the influence of alcohol or other drugs.

The Department of Motor Vehicles may refuse or revoke driver's licenses of practicing alcoholics or addicts or those convicted of alcohol or drug related offenses.

Refusal to submit to blood alcohol content tests will result in a six-month suspension of driving privileges, two-year suspension if there has been a prior such offense within seven years, and three-year suspension for two or more offenses within seven (7) years. In such cases, vehicles can also be impounded and sold as nuisances.

Employers may refuse to hire or may fire an employee who cannot perform job duties or endangers his/her or others' health or safety due to current use of alcohol or other drugs.

State disability retirement allowances are not paid if the disability is due to the intemperate use of alcohol or other drugs.

No addict or person in danger of becoming an addict may be employed as a peace officer.

Drunkenness on duty, intemperance or addiction are causes for discipline for any employee.

Examinations for certifications can be refused and certifications withdrawn by the State Personnel Board for anyone who is addicted to alcohol or other drugs.

Discharge from employment "as a result of an irresistible compulsion to use or consume intoxicants" disqualifies claimants from receiving unemployment benefits, as does any institutionalization as a drug addict.

Disability insurance benefits may be denied "for any loss sustained or contracted in consequence of the insured's being intoxicated or under the influence of any controlled substances unless administered on the advice of a physician."

Permanent or probationary employees of KCO may be terminated, demoted, or suspended for addiction to controlled substances or drunkenness in the workplace.

Penalties for the manufacture, distribution or dispensing of, or possession with intent to manufacture, illegal drugs vary significantly depending on the substance and the amount in question. Both fines and incarceration are imposed.

Drug traffickers lose federal benefits for five (5) to ten (10) years to life after conviction. Drug possessors lose benefits for up to one (1) year and can be required to enter treatment, undergo testing and/or perform community service.

Where to Get Help

Work Care
1721 N. Ashland Ave.
Chicago, IL 60622
Tel: (773) 276-3091
Physician: Luis R. Munoz, MD, MPH

A number of community resources are available to help you, including:

Community Resources
Employee Assistance Program
Alcoholics Anonymous
Narcotics Anonymous
National Council on Alcoholism and Drug Dependence
County Bureau of Alcohol and Drug Services

This document is intended solely as a resource. KCO does not endorse programs and/or agencies listed on this document and accepts no responsibility for treatment provided by these agencies/programs, nor does it guarantee insurance coverage of treatment.

This document is not a comprehensive listing of alcohol/chemical dependency treatment programs. Other sources for both in-patient and out-patient alcohol/chemical dependency treatment programs may be located by consulting your family physician, local telephone directory under the heading "Drug Treatment Programs," or through the National Council on Alcoholism and Drug Dependence at 212-206-6770.

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based
on Final Contract Amount

Bond No. 54169569

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):
THE KENNETH COMPANY
751 N. BOLINGBROOK DR., STE 12
BOLINGBROOK, IL 60440-5303

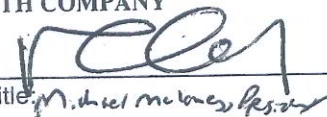
SURETY (Name and Principal Place of Business):
UNITED FIRE & CASUALTY COMPANY
P.O. BOX 73909
CEDAR RAPIDS, IA 52401

OWNER (Name and Address):
VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVENUE
ORLAND PARK, IL 60462

CONSTRUCTION CONTRACT
Date: **March 21st, 2008**
Amount: \$ **149,730.00**
Description (Name and Location):
Bunratty Park Development

BOND
Date (Not earlier than Construction Contract Date): **March 27th, 2008**
Amount: \$ **149,730.00**
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)
THE KENNETH COMPANY

Signature: 
Name and Title: **Michael McInerney, President**

SURETY
COMPANY: (Corporate Seal)
UNITED FIRE & CASUALTY COMPANY

Signature: 
Name and Title:
Todd Schaap, Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
SHOREWEST SURETY SERVICES, INC.
1127 PRAIRIE DRIVE, SUITE 100
RACINE, WI 53406

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

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

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

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

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

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

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

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

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: THE KENNETH COMPANY

(Corporate Seal)

SURETY
Company: UNITED FIRE & CASUALTY COMPANY
(Corporate Seal)

Signature: _____
Name and Title: 751 N. BOLINGBROOK DR., STE 12
Address: BOLINGBROOK, IL 60440-5303

Signature: _____
Name and Title: Todd Schaap
Address: P.O. BOX 73909
CEDAR RAPIDS, IA 52401

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 54169569

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):
THE KENNETH COMPANY
751 N. BOLINGBROOK DR., STE 12
BOLINGBROOK, IL 60440-5303

SURETY (Name and Principal Place of Business):
UNITED FIRE & CASUALTY COMPANY
P.O. BOX 73909
CEDAR RAPIDS, IA 52401

OWNER (Name and Address):
VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVENUE
ORLAND PARK, IL 60462

CONSTRUCTION CONTRACT

Date: **March 21st, 2008**

Amount: \$ **149,730.00**

Description (Name and Location):

Bunnratty Park Development

BOND

Date (Not earlier than Construction Contract Date): **March 27th, 2008**

Amount: \$ **149,730.00**

Modifications to this Bond:

() None

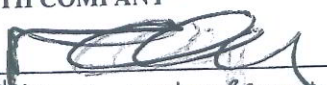
(X) See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

COMPANY: (Corporate Seal)
THE KENNETH COMPANY

COMPANY: (Corporate Seal)
UNITED FIRE & CASUALTY COMPANY

Signature: 

Name and Title: **Michael Meloney, President**

Signature: 

Name and Title:

Todd Schaap, Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
SHOREWEST SURETY SERVICES, INC.
1127 PRAIRIE DRIVE, SUITE 100
RACINE, WI 53406

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

1. The Contractor and the 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.

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

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

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

3. With respect to Claimants, this obligation shall be

null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

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

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

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

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

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

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

A 312 PAYMENT BOND RIDER

It is understood and agreed that this Bond is amended by the following:

1. Amend paragraphs 4.1 and 4.2.3 by adding at the end of each paragraph "and furnished to Surety and explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Amend paragraph 5 by changing "or" to "and".

3. Paragraph 6 is deleted and replaced with:

6. When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall within 45 days respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify and specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defense the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such claimant.

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
THE KENNETH COMPANY

Signature: _____
Name and Title: _____
Address: 751 N. BOLINGBROOK DR., STE 12
BOLINGBROOK, IL 60440-5303

SURETY

Company: _____ (Corporate Seal)
UNITED FIRE & CASUALTY COMPANY

Signature: _____
Name and Title: Todd Schaap, Attorney-in-Fact
Address: P.O. BOX 73909
CEDAR RAPIDS, IA 52401

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS D CHAMBERS, OR KIMBERLY S RASCH, OR TODD SCHAAP, ALL INDIVIDUALLY OF RACINE WI

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2: Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 26th day of January, 2007



UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richmann

Vice President
Dennis J. Richmann

State of Iowa, County of Linn, ss:

On 26th day of January, 2007, before me personally came Dennis J. Richmann to me known who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



MICHELLE WILSON
COMMISSION NUMBER 704745
MY COMMISSION EXPIRES
7-14-09

Michelle Wilson

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

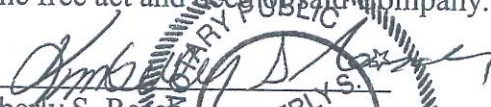


In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 27th day of March 2008

David A. Gage
Secretary

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA)

ON THIS 27th day of March, 2008, before me, a notary public,
within and for said County and State, personally appeared **Todd Schaap** to me personally
known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the
UNITED FIRE & CASUALTY COMPANY, a corporation of IOWA, created, organized and
existing under and by virtue of the laws of the State of IOWA; that the corporate seal affixed to
the foregoing within instrument is the seal of the said Company; that the seal was affixed and the
said instrument was executed by authority of its Board of Directors; and the said **Todd Schaap**
did acknowledge that he executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, Kenosha County, Wisconsin
My Commission Expires August 2010

