

#438 Contract

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0278

Multi Year: ☐

Amount \$141,900.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Eugene Matthews, Inc.

Contractor's AKA:

Execution Date:

5/13/2008

Termination Date:

7/31/2008

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: Masonry Repairs Phase 2 addendum, proposal dated 4/21/08



Tuesday, June 17, 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

June 17, 2008

Mr. Brad States
Eugene Matthews, Inc.
2041 West Carroll
Chicago, Illinois 60612

RE: NOTICE TO PROCEED
Masonry Repairs Phase 2 Addendum – Village Complex proposal dated April 21, 2008

Dear Mr. States:

This notification is to inform you that the Village of Orland Park has received all necessary paperwork in order for work to commence on the above stated project. We will allow this project to commence based on the email copy of the revised Performance and Payment Bond; however, an original document is required to be on file. Please forward the original as soon as it is available.

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

The Village has processed Purchase Order #048399 for this addendum and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed addendum dated May 13, 2008 in an amount not to exceed One Hundred Forty-One Thousand Nine Hundred and No/100 (\$141,900.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

ADDENDUM to
"Masonry Repairs Phase 2 Agreement"

Dated
July 9, 2007

Between
The Village of Orland Park, Illinois ("VILLAGE") and Eugene Matthews Inc. ("CONTRACTOR")

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS:** of said Agreement, the sentence "The Proposal submitted by Contractor on April 21, 2008, to the extent it does not conflict with this contract" shall be added to the end of the section.
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:**, of said Agreement, shall be stricken in its entirety and replaced with the following:

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

Masonry Restoration:

Complete the following flashing installation, brick replacement, tuckpointing and caulking work.

1. Garbage Enclosure Screen Walls (SW corner of the parking lot)

- Grind out all of the concrete block joints to a minimum depth of 5/8" and tuckpoint full and flush with type N mortar.
- At the north and east facing brick walls, grind out all of the joints to a minimum depth of 5/8" and tuckpoint in a closely matching mortar color and joint profile.
- Remove the capstones and install stainless steel drip edge (both sides of the wall) set in a bead of sealant. Install W.R. Grace 40 mil Permabarrier flashing. Reset the caps in a new bed of mortar and anchored with stainless steel eyebolts and dowels. Install backer rod and Sonolastic 150 sealant at the capstone to capstone joints. Install a second bead of sealant at the underside of the drip edge.
- Replace the missing capstone with a new limestone cap. After allowing the mortar to cure, clean the wall and install Modac to the concrete block.
- Grind out the cracks in the brick and install sealant.

Subtotal: \$11,655.00

2. Amphitheater

- At the wall along the Amphitheater steps and at the circular wall, remove and replace the backer rod and sealant at all capstone to capstone joints with Sonneborn closed cell backer rod and BASF Sonolastic 150 stone color sealant.

Subtotal: \$1,450.00

ADDENDUM to
"Masonry Repairs Phase 2 Agreement"

Dated
July 9, 2007

Between
The Village of Orland Park, Illinois ("VILLAGE") and Eugene Matthews Inc. ("CONTRACTOR")

3. Village Hall

- At the west elevation entrance walkway, complete the following at the large SW column: Remove the capstones and all of the masonry from the caps to a depth of 30 courses of brick (approximately 8'). Replace the back-up masonry as needed. Clean and coat any exposed steel with rust inhibiting paint. Install through wall flashing at the base of the removed section (no drip edge). Rebuild the brick in a sound and plumb condition. At the top of the column install stainless steel drip edge (both sides of the wall) set in a bead of sealant. Install W.R. Grace 40 mil Permabarrier flashing on top of the rebuild column. Reset the precast concrete caps in a new bed of mortar and anchored with stainless steel eyebolts and dowels. Install backer rod and Sonolastic 150 sealant at the capstone to capstone joints and install-a second bead of sealant at the underside of the drip edge. • At the west elevation entrance walkway, complete the following at the large NW column. At 7 l.f. at the base of the column along the steps and around the corner remove three courses of brick and install through wall flashing (no drip). At the balance of the column bases and around the corner, grind out 10 -15 s.f. of failed mortar to a depth of 5/8" and tuckpoint. Remove and replace the spalled brick at the top of the column. Remove the capstones and install flashing as described above for the SW column. At the column bases at the south elevation, remove and replace the spalled brick. .
- At the south elevation, install a heavy duty canopy over the entrance and complete the following: Replace the spalled brick. Remove the capstones and install flashing as described above for the columns.
- At the balance of the south elevation, remove and replace individual spalled brick.
- At the east elevation entrance walkway, complete the following at the two (2) large columns: Remove and replace spalled brick. At the base of the south column remove the purple brick, install through wall flashing at the base of the column above the sidewalk (no drip) and replace the brick in a sound and plumb condition. Install backer rod and sealant at the base of the column to sidewalk. Patch the spalled concrete at the north side of the north column. Remove the capstones and install flashing as described above for the columns.
- At the north elevation below a west facing window remove and replace the spalled brick.

Note: The walkway and steps below the large east and west columns to be closed during repair.

Subtotal: \$73,485.00

ADDENDUM to
"Masonry Repairs Phase 2 Agreement"

Dated
July 9, 2007

Between
The Village of Orland Park, Illinois ("VILLAGE") and Eugene Matthews Inc. ("CONTRACTOR")

4. Recreation Center

Complete the following at the recreation center chimney.

- Install a heavy duty canopy for pedestrian protection. Tooth out the spalled brick at the corners and replace the brick. Replace spalled brick at the balance of the chimney. Remove the capstones and install stainless steel drip edge at the perimeter of the chimney set in a bead of sealant. Install W.R. Grace 40 mil Permabarrier flashing. Reset the caps in a new bed of mortar and anchored with stainless steel eyebolts and dowels. Install backer rod and Sonolastic 150 sealant at the capstone to capstone joints and install a second bead of sealant at the underside of the drip edge.
- At the crack at the west elevation, tooth out and replace the cracked orange and purple brick. · Replace an existing infill, tooth in the new brick.
- At the SW corner of the west elevation, remove and replace the spalled brick.
- Complete the following at the south elevation: Remove and replace the front face of four (4) piers from the cap down approximately 3' and rebuild in a sound and plumb condition. At the balance of the piers remove and replace spalled brick. At al of the piers, remove the capstones and install stainless steel drip edge (both sides of the wall) set in a bead of sealant. Install flashing on top of the piers, reset the caps and caulk the joints.

Subtotal: \$55,310.00

TOTAL PRICE: \$141,900.00 (PRICE SUBJECT TO CHANGE IN THIRTY DAYS)

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

TOTAL: One Hundred Forty One Thousand Nine Hundred and No/100 (\$141,900.00) Dollars (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE."

5. **In SECTION 4: TERM OF THE CONTRACT:**, of said Agreement, "The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by *October 20, 2007*, (hereinafter referred to as the "CONTRACT TIME"), *with the stipulation that the work cannot be performed August 2-5, 2007, nor can the work be performed on weekends.*" shall be stricken and replaced with

ADDENDUM to
"Masonry Repairs Phase 2 Agreement"

Dated
July 9, 2007

Between
The Village of Orland Park, Illinois ("VILLAGE") and Eugene Matthews Inc. ("CONTRACTOR")

"The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by July 31, 2008 (hereinafter referred to as the "CONTRACT TIME")."

6. **In SECTION 7: NOTICE:**, of said Agreement, the following shall be stricken in its entirety

To the CONTRACTOR:
Mike Montgomery, Project Manager
Eugene Matthews, Inc.
2041 West Carroll
Chicago, IL 60612
Telephone: 312-666-4646
Facsimile: 312-666-6066
e-mail: mike@emiusa.net

and replaced with the following:

To the CONTRACTOR:
Brad States, Project Manager
Eugene Matthews, Inc.
2041 West Carroll
Chicago, IL 60612
Telephone: 312-666-4646
Facsimile: 312-666-6066
e-mail: brad@emiusa.net

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

ADDENDUM to
"Masonry Repairs Phase 2 Agreement"

Dated
July 9, 2007

Between
The Village of Orland Park, Illinois ("VILLAGE") and Eugene Matthews Inc. ("CONTRACTOR")

This Addendum, made and entered into effective the 13th day of May, 2008, shall be attached to and form a part of the Agreement dated the 9th day of July, 2007 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: 

Print Name: Ellen J. Baer

Its: Interim Village Manager

Date: 5/27/08

FOR: THE CONTRACTOR

By: 

Print Name: Robert P. Somers

Its: U. P.

Date: 05.16.08



Masonry and Concrete Repair & Restoration

2041 West Carroll
Chicago, IL 60612
Tel: 312-666-4646
Fax: 312-666-6066
www.emiusa.net

Frank Stec
Village of Orland Park
14650 S. Ravinia Ave.
Orland Park, IL 60462-2553

April 21, 2008

Dear Frank:

We propose to furnish all necessary labor, material, equipment and insurance to complete the work at 14650 S. Ravinia Ave., Orland Park as specified and outlined below.

Masonry Restoration

Complete the following flashing installation, brick replacement, tuckpointing and caulking work.

1. Garbage Enclosure Screen Walls (SW corner of the parking lot)

- . Grind out all of the concrete block joints to a minimum depth of 5/8" and tuckpoint full and flush with type N mortar.
- . At the north and east facing brick walls, grind out all of the joints to a minimum depth of 5/8" and tuckpoint in a closely matching mortar color and joint profile.
- . Remove the capstones and install stainless steel drip edge (both sides of the wall) set in a bead of sealant. Install W.R. Grace 40 mil Permabarrier flashing. Reset the caps in a new bed of mortar and anchored with stainless steel eyebolts and dowels. Install backer rod and Sonolastic 150 sealant at the capstone to capstone joints. Install a second bead of sealant at the underside of the drip edge.
- . Replace the missing capstone with a new limestone cap.
- . After allowing the mortar to cure clean the wall and install Modac to the concrete block.
- . Grind out the cracks in the brick and install sealant.

Subtotal: \$11,655.00

2. Amphitheater

- . At the wall along the Amphitheater steps and at the circular wall, remove and replace the backer rod and sealant at all capstone to capstone joints with Sonneborn closed cell backer rod and BASF Sonolastic 150 stone color sealant.

Subtotal: \$1,450.00

3. Village Hall

- . At the west elevation entrance walkway, complete the following at the large SW column: Remove the capstones and all of the masonry from the caps to a depth of 30 courses of brick (approximately 8'). Replace the back-up masonry as needed. Clean and coat any exposed steel with rust inhibiting paint. Install through wall flashing at the base of the removed section (no drip edge). Rebuild the brick in a sound and plumb condition. At the top of the column install stainless steel drip edge (both sides of the wall) set in a bead of sealant. Install W.R. Grace 40 mil Permabarrier flashing on top of the rebuild column. Reset the precast concrete caps in a new bed of mortar and anchored with stainless steel eyebolts and dowels. Install backer rod and Sonolastic 150 sealant at the capstone to capstone joints and install a second bead of sealant at the underside of the drip edge.
- . At the west elevation entrance walkway, complete the following at the large NW column. At 7 l.f. at the base of the column along the steps and around the corner remove three courses of brick and install through wall flashing (no drip). At the balance of the column bases and around the corner, grind out 10 - 15 s.f. of failed mortar to a depth of 5/8" and tuckpoint. Remove and replace the spalled brick at the top of the column. Remove the capstones and install flashing as described above for the SW column. At the column bases at the south elevation, remove and replace the spalled brick.
- . At the south elevation, install a heavy duty canopy over the entrance and complete the following: Replace the spalled brick. Remove the capstones and install flashing as described above for the columns.
- . At the balance of the south elevation, remove and replace individual spalled brick.
- . At the east elevation entrance walkway, complete the following at the two (2) large columns: Remove and replace spalled brick. At the base of the south column remove the purple brick, install through wall flashing at the base of the column above the sidewalk (no drip) and replace the brick in a sound and plumb condition. Install backer rod and sealant at the base of the column to sidewalk. Patch the spalled concrete at the north side of the north column. Remove the capstones and install flashing as described above for the columns.

. At the north elevation below a west facing window remove and replace the spalled brick.
Note: The walkway and steps below the large east and west columns to be closed during repair.

Subtotal: \$73,485.00

4. Recreation Center

. Complete the following at the recreation center chimney. Install a heavy duty canopy for pedestrian protection. Tooth out the spalled brick at the corners and replace the brick. Replace spalled brick at the balance of the chimney. Remove the capstones and install stainless steel drip edge at the perimeter of the chimney set in a bead of sealant. Install W.R. Grace 40 mil Permabarrier flashing. Reset the caps in a new bed of mortar and anchored with stainless steel eyebolts and dowels. Install backer rod and Sonolastic 150 sealant at the capstone to capstone joints and install a second bead of sealant at the underside of the drip edge.

. At the crack at the west elevation, tooth out and replace the cracked orange and purple brick.

. Replace an existing infill, tooth in the new brick.

. At the SW corner of the west elevation, remove and replace the spalled brick.

. Complete the following at the south elevation: Remove and replace the front face of four (4) piers from the cap down approximately 3' and rebuild in a sound and plumb condition. At the balance of the piers remove and replace spalled brick. At all of the piers, remove the capstones and install stainless steel drip edge (both sides of the wall) set in a bead of sealant. Install flashing on top of the piers, reset the caps and caulk the joints.

Subtotal: \$55,310.00

TOTAL PRICE: \$141,900.00 (PRICE SUBJECT TO CHANGE IN THIRTY DAYS)

NOTE: Permits not included. Permit purchasing services available on request. Excluded, work at the Village Hall clock tower:

TERMS: Monthly progress billing due in 45 days. 2% interest per month will be charged on any outstanding balance. An effective rate of 24% per annum. *Payment Terms per Addendum.*

EXHIBITS

Exhibit A - Eugene Matthews, Inc., Standard Terms and Conditions

ACCEPTANCE: This proposal is expressly limited to the terms and conditions herein contained and those specifically identified and incorporated by reference. Acceptance of this proposal by the Owner is expressly made contingent upon: 1) acceptance of this proposal without change modification; or, 2) negotiation of mutually acceptable contract terms. Except as noted above, for purposes of this proposal any and all other terms and conditions, written or oral, are expressly hereby rejected by EMI.

PLEASE SIGN BELOW AND INITIAL EACH PAGE OF THE TERMS AND CONDITIONS

ACCEPTED BY: *Allen G. Bane*
TITLE: ACTING VILLAGE MANAGER DATE: 5/27/08

Sincerely,

Brad States
Project Manager

Exhibit A - Eugene Matthews, Inc. Standard Contract Terms and Conditions

General - Detailed descriptions of installation methods and materials to be installed on for the scope of work identified above are available on request. All equipment required to perform the Work will be erected and maintained during the course of performance. Owner to provide access to needed utility connections. Work areas will be broom swept to remove accumulations of our debris, which will be removed on a regular basis. All Work shall be performed in a good and workmanlike manner by persons skilled in their trades.

Contract Insurance - EMI shall provide Workers Compensation, Comprehensive General Liability, Excess Liability, Automobile Liability and Installation Floater Insurance as per the attached schedule. **Owner and Owner's Agent agree to bear the premium cost for any additional insurance coverage required by Owner and Owner's Agent that is (a) in excess of current policy limits shown below, (b) alters or expands coverages and/or (c) is in addition to the insurance policies currently maintained by EMI.**

A. EMI shall maintain during the life of this agreement the following insurance and minimum limits of liability:

<u>Policy</u>	<u>Limits</u>
General Liability	
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$300,000
Medical Expense (Any One Person)	\$10,000
General Aggregate	\$2,000,000
Products - Completed Operations (Aggregate)	\$2,000,000
Automobile Liability	
Combined Single Limit (Each Accident)	\$1,000,000
Workers Compensation and Employer's Liability (Statutory Limits)	
Each Accident	\$500,000
Disease (Each Employee)	\$500,000
Disease (Policy Limit)	\$500,000
Excess Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

(Excess Liability Underlying Insurance: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability.)

Installation Floater \$250,000

B. Builder's Risk - EMI maintains the Installation Floater coverage shown above to protect its work during the course of the project. On Projects for which the contract amount is in excess of \$250,000, Owner shall purchase and maintain property insurance written on a builders risk "all risk" format in an amount not less than the Contract price. EMI's maximum liability for any deductible under any all risk policy obtained by Owner shall not exceed \$10,000 for any one occurrence. Alternatively, Owner can request that EMI obtain such insurance, the cost of which shall be added to the contract price. In no event shall EMI have any liability for any business interruption, loss of use or consequential damages for any loss or claim arising out of the work performed under this agreement.

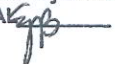
Waiver of Subrogation - The Owner and EMI waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees, including the right of subrogation on any Worker's Compensation, General Liability, Auto Liability, Property Insurance and Excess Insurance policies except such rights as they have to proceeds of such insurance held by the owner as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a legal liability for said loss, a duty of indemnification, contractual or otherwise, didn't have an insurable interest in the property damaged or did not pay the insurance premium directly or indirectly.

Indemnity - To the fullest extent permitted by law, EMI and Owner agree to indemnify, keep and save harmless the other from and against claims, damages and losses arising out of or resulting from performance of the Work, provided that such claim, damage or loss is 1) attributable to bodily injury, sickness, disease or death or 2) to injury or destruction of tangible property (other than the Work itself), but only to the extent caused by their respective negligent acts, errors or omissions (or by anyone directly or indirectly is employed by them or anyone for whose acts they may be liable) and limited to the available liability insurance covering this contractual risk.

Limitation of Liability - The EMI's liability to the Owner on any claim or dispute shall be no greater than the limits of its insurance coverage as set out in the attached schedule (excluding claims or disputes on the warranty obligation below, which limits liability to the dollar value of this Agreement).

Warranties - Owner acknowledges that this contract is for a partial repair of an integrated facade system and was performed at the Owner's direction. EMI warrants that all workmanship and all materials employed in the Work shall be free of defects for a period of one year from the date of substantial completion of the Work. EMI's warranty does not extend to defects or damage caused by: (1) normal wear and tear during normal usage, (2) use for a purpose for which the Project was not intended, (3) improper or insufficient maintenance, (4) modifications to the Work performed by the Owner or Others and/or (5) abuse. If any defects in the work are found within the warranty period, Owner will notify EMI in writing and EMI will investigate and determine if the defect is covered by this warranty. Any defect covered under this warranty will be corrected by EMI within a reasonable time following such determination. Owner agrees that the EMI's liability for breach of this warranty shall not exceed dollar amount of its contract with Owner. EMI expressly disclaims and Owner waives any other warranty, express or implied at law, and extends this warranty in lieu of any and all warranties which may otherwise exist or are implied in fact or law, including those of Merchantability and Fitness for a Particular Purpose. **IN ADDITION TO THE FOREGOING, EMI DISCLAIMS AND DISAVOWS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR ANY MOLD CONDITION OR FORMATION, REMEDIATION THEREOF OR CONSEQUENTIAL DAMAGE ASSOCIATED WITH SUCH MOLD CONDITION OR FORMATION OF ANY KIND WHETHER DISCOVERED PRIOR TO OR FOLLOWING THE DATE OF SUBSTANTIAL COMPLETION.**

Safety - EMI will have overall responsibility for safety precautions and programs in the performance of its work. EMI will seek to avoid injury, loss or damage to persons or property at the worksite, materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the worksite and adjacent to work areas, whether or not the property is part of the Work.

INITIALS 

Concealed or Unknown Worksite Conditions – Owner must inform EMI of any known latent conditions that would materially change the Scope of Work. Owner also recognizes that apart from known conditions, that concealed or unknown worksite conditions may exist which cannot be detected by the visual inspection prior to establishing the Scope of Work. If (a) subsurface or other physical conditions are found, which are materially different than those indicated in the Scope of Work, or (b) unusual or unknown physical conditions are encountered at the worksite, EMI will stop work and provide Owner with prompt written notice of the condition(s). Any such condition(s) will be the basis for the issuance of Change Order to the Work.

Hazardous Materials – Owner will make known any hazardous conditions at the worksite. To the extent these precautions are inadequate to prevent foreseeable bodily injury or death to persons resulting from such hazardous materials, including asbestos or polychlorinated biphenyl (PCB) which are encountered by EMI, it shall upon encountering said condition(s), stop work and report the conditions to the Owner in writing. The Owner shall investigate site for the presence of hazardous materials. The Owner shall also be responsible for the remediation of any area which poses a potentially hazardous condition at its sole cost and expense. In the event hazardous materials are encountered, Owner may either terminate this Contract or request that the EMI suspend Work, which request shall be the subject of a written Change Order. Any suspension of Work shall require Owner to pay EMI any and all demobilization and remobilization costs thereby incurred. To the fullest extent permitted by law, Owner shall indemnify, keep and save EMI harmless from and against any claims made by employees and/or third parties arising out of performance of the Work in the affected area.

Assignments – Neither the Owner nor EMI shall assign this agreement without the written consent of the other except as to the assignment of the proceeds. The terms and conditions of this agreement are binding upon both parties, their partners, successors, assigns and legal representatives. If either party attempts to make such an assignment without securing the written consent of the other, that party shall, nevertheless, remain legally responsible for all obligations under this agreement.

Proof of Funding – Proof of funding will be provided by the Owner, at the request of EMI prior to the start of the work. Such proof may be in the form of an irrevocable letter of credit, acceptable to EMI.

Authorization – Owner and/or agent of Owner of the address of the worksite for which the Work identified in this proposal is to be performed hereby acknowledges that the party signing this agreement is authorized to sign and enter into contracts on behalf of the Owner.

No Third Party Beneficiaries – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or EMI.

Accrual of Causes of Action – Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate of Payment for acts or failures to act occurring after Substantial Completion.

Termination – EMI may terminate this Agreement if Work is stopped for a period of 3 consecutive days through no fault of EMI as a result of the issuance of a stop work order by a court or public official having jurisdiction, an act of government, such as a declaration of national emergency ceasing all Work, Owner not making payment(s) on a Certificate for Payment within the time allotted and/or failure of the Owner to provide evidence of financial arrangements to satisfy payment obligations. The Owner may terminate this Agreement if EMI persistently refuses to supply enough skilled workers or proper materials, fails to make payments to Subcontractors in accordance with their respective agreements, persistently disregards laws, ordinance, rules, regulations or orders of public authority having jurisdiction and/or is otherwise in substantial breach of this Agreement.

Suspension by Owner – If, following the mobilization of EMI's equipment, material and labor at the worksite, Owner requests that EMI suspend its performance of the contract, then Owner agrees to compensate EMI for all reasonable equipment, labor and related demobilization and remobilization costs incurred by EMI in its accommodation of Owner's request to suspend work. Any such request shall be confirmed and recorded via a mutually executed Change Order.

Changes to the Work – EMI may request and/or the Owner may order changes in the Work or the timing and sequencing of the Work that impacts the price of the Work and dates of substantial or final completion. All such changes in the Work will be formalized in a written Change Order before such extra, changed or modified work is undertaken. Owner will neither be obligated to accept nor pay for any Work and EMI will not be obligated to perform any Work outside the Scope of Work established in EMI's Proposal, unless and until both parties execute a written Change Order.

Requested Changes by Contractor – EMI will notify Owner and/or Owner's representative in writing of a change in Work and prepare a detailed, written estimate of the change to the quantity and/or scope and price of work for review, investigation and acceptance by the Owner and/or Owner's representative. The Owner and EMI shall negotiate in good faith the adjustments, as applicable to the price of the dates of substantial or final completion. Determination of cost will be by a mutually accepted, lump sum. Since time is of the essence, a period of no more than ten (10) business days shall elapse between the date of notice and either 1) execution of a written Change Order in a mutually agreed amount; or 2) written notice from Owner to EMI to not proceed with said Change Order work.

Interim Directed Changes by Owner – Owner will notify EMI in writing of any directed change to the scope of Work in the original contract. EMI will prepare a detailed, written estimate of the directed changes to the quantity and/or scope and price of the Work for review, investigation and acceptance by the Owner and/or Owner's representative. The Owner and EMI shall negotiate in good faith to adjust the price of the work and/or the dates of substantial or final completion in consequence of the Owner's directed change. Determination of cost will be by a mutually accepted, itemized lump sum. Since time is of the essence, a period of no more than ten (10) business days shall elapse between the date of notice and either 1) execution of a written Change Order in a mutually agreed amount; or 2) a written notice from Owner to EMI to not proceed with said Change Order work.

Dispute Resolution – Unless otherwise agreed in writing, EMI shall continue to work and maintain the schedule of the Work during any dispute resolution proceedings. If EMI continues to perform, the Owner shall continue to make payments in accordance with this agreement. If a dispute arises out of or related to this agreement or any alleged breach, the parties agree to abide by the following dispute resolution process:

1. Owner and EMI shall first attempt to resolve any claims and disputes through direct discussion and meeting of the designated representatives of both Owner and EMI.
2. Failure of the parties to reach agreement as identified above shall require the parties to convene an Executive Meeting, to include the project representatives, the Architect, if any, senior executives who shall have the authority to settle the dispute and, with notice to each party, legal counsel of the Owner and EMI, during which the matter shall be discussed and an attempt made in good faith to resolve the dispute. The parties shall meet within ten business (10) days of the referral of the dispute to the senior executives.
3. In the event the dispute is not settled within seven (7) days of the Executive Meeting, then the parties agree to mediate the dispute in accordance with the rules governing mediation promulgated by the American Arbitration Association for Construction Industry Disputes. The parties can jointly agree to the selection of a mediator. Failing agreement, the American Arbitration Association shall select the mediator from its list of approved Construction Industry Dispute mediators.
4. If the dispute is not settled within seven (7) days from the date of the mediation, then the parties shall litigate the dispute or claim in a court of competent jurisdiction, the venue being the State and County where the project is located. The prevailing party in litigation shall recover its reasonably incurred legal fees and expenses, reasonable expert or consultant's fees and any court costs from the non-prevailing party.

INITIAL gms

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

I, NOAH SUMMERS, having been first duly sworn depose and
state as follows:

I, NOAH SUMMERS, am the duly authorized agent for
EUGENE MATTHEWS, INC., which has submitted a proposal to
MASONRY REPAIR PHASE 2
the Village of Orland Park for AGREEMENT and I hereby
(Name of Project)

certify that EUGENE MATTHEWS, INC. 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: V.P.

Subscribed and Sworn to before me this

16th day of MAY, 2008

[Signature]
Notary Public

"OFFICIAL SEAL"

Carol S. Wittig

Notary Public, State of Illinois
My Commission Exp. 10/14/2008

SUBSTANCE ABUSE AND DRUG TESTING POLICY

I. Purpose

Eugene Matthews, Inc. (or "the Company") is committed to maintaining a drug free workplace. Because drug abuse by employees can lead to serious injuries, property damage and deterioration of work performance, illegal drugs and controlled substances are not permitted at the workplace or job site for any reason. Any employee found selling, buying, possessing, dispensing, passing, or using illegal drugs or controlled substances on Eugene Matthews, Inc.'s premises or job sites will be suspended immediately, pending an investigation to determine whether termination is also appropriate.

While Eugene Matthews, Inc. does not want to intrude into the personal lives of its employees, the Company does expect employees to report to work in a condition to perform their duties. Toward that end, all applicants for employment at Eugene Matthews, Inc. must undergo a drug test. Additionally, any current employee who is reasonably suspected of being under the influence will also be required to take a drug test. Submission to the test is a condition of employment. All applicants and employees must agree to and acknowledge the existence and terms of this policy on a separate acknowledgment form. This form provides for employee consent to drug testing and consent to personal property searches incident to a suspected violation of the policy.

II. Definitions

A. Intoxicants

The term "intoxicants" includes intoxicating beverages, controlled substances and mind-altering chemicals of any kind, including but not limited to alcohol, illegal drugs, depressants (barbiturates), stimulants (amphetamines), PCP, cocaine, narcotics (opiates, such as heroin, morphine and codeine), marijuana and other cannabinoids (e.g., hashish), hallucinogens, legally obtainable drugs which have actual or potential mind-or-performance-altering effects and which have not been reported to management. This term does not include drugs lawfully prescribed to an employee that do not affect or impair the employee's ability to perform his or her duties.

B. On Premises

The term "on premises" includes all Eugene Matthews, Inc. facilities, job sites, company-owned vehicles, and adjacent property, including but not limited to lockers, desks, rooms and employee-owned vehicles on property owned, leased or managed by Eugene Matthews, Inc. or of any client of Eugene Matthews, Inc.

C. On Duty

The term “on duty” includes meal periods and break periods during an employee’s work day, regardless of whether the employee is “on premises.”

D. Possession

The term “possession” means having an intoxicant on one’s person, in one’s control, or among one’s personal belongings, regardless of the intent to possess on premises.

E. Reasonable Suspicion

The factors leading to a reasonable suspicion determination that an employee is under the influence of drugs or alcohol include, but are not limited to, the following: observation of an employee acting in an abnormal manner, having slurred speech, unsteady gait, breath smelling of alcohol, etc. Reasonable suspicion may also exist based upon a decline in work performance, erratic attendance, or significant change in behavior.

F. Testing Facility

Eugene Matthews, Inc. has designated Concentra Medical Centers at 1380 West Lake Street as the facility which will conduct the drug tests.

III. Policy Guidelines

Testing for intoxicants shall be conducted in the following circumstances:

- A. Pre-employment, post-offer screening of applicants.
- B. When authorized management has reasonable suspicion to believe that an employee is under the influence of an intoxicant.

IV. Reasonable Suspicion

A. Confirmation of Reasonable Suspicion

When a supervisor or manager has reasonable suspicion to believe that an employee is under the influence of intoxicants, the supervisor or manager shall obtain confirmation that reasonable suspicion exists. To obtain confirmation, the supervisor or manager shall contact another supervisor or manager. If none is available, the supervisor or manager shall contact another individual available to corroborate the supervisor’s reasonable

suspicion.

If a supervisor or manager has reasonable suspicion to believe that an employee is under the influence of an intoxicant and the employee admits to being under the influence, confirmation must still be received. In this instance, the employee will be asked to sign a statement acknowledging he or she is under the influence of an intoxicant. This statement shall be treated as a positive result under the Substance Abuse and Drug Testing Policy. Even with a signed admission, the company retains the right to send the employee for testing.

B. Inform the Employee

If confirmation is received, the supervisor or manager observing the behavior will inform the employee that the Company has reasonable suspicion to test him or her for intoxicants and fitness for duty. The supervisor or manager will accompany the employee to the testing facility where the employee will provide a urine specimen for testing. The employee is required to bring photo identification to the testing site. Refusal by the employee to accompany the supervisor or manager to the testing facility is grounds for discharge. An employee's adulteration of his or her testing sample will be treated like a refusal to test.

The supervisor or manager will inform the employee that following the drug test, the employee will not be required to return to work. The employee will be paid for the balance of that day and will not be scheduled to return to work until after an interview is conducted with the designated Human Resource representative. The employee shall call to schedule this interview during which the results of the drug test and fitness for duty examinations will be reviewed.

C. Documentation

When an employee submits to a drug test, the supervisor or manager shall prepare a written account of the incident and deliver it to the designated Human Resource representative. The written account shall contain all details relevant to the incident and shall be signed and dated. The individual confirming reasonable suspicion shall provide a signed and dated written account to the designated Human Resource representative no later than the following day. Both written accounts must be prepared separately. If the results of the test are negative, no documentation regarding the test shall remain in the employee's personnel file.

D. Status Pending Test Results

When the Company has sent an employee for testing following a determination that reasonable suspicion exists, the employee will be suspended without pay until the evaluation of the test results has been completed. As noted above, the employee shall be paid for the day on which reasonable suspicion for testing is determined.

E. Evaluation

The designated Human Resource representative will schedule an interview with the employee to review the incident and the test results. If the employee did not violate the Substance Abuse and Drug Testing Policy, then the employee shall be paid for any missed scheduled worked days.

F. Discipline

A positive result from the reasonable suspicion testing will be handled like any other violation of the Substance Abuse and Drug Testing Policy. A refusal to submit to reasonable suspicion testing is grounds for discharge.

V. **Confidentiality**

The confidentiality of test results is to be maintained insofar as practicable. Under all circumstances, only those with a need to know or who are entitled to know by reason of law should be advised of the test results.

VI. **Disclaimer**

This policy does not create any contract for employment. Eugene Matthews, Inc. reserves its right to change, alter or amend the policy at its discretion.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/30/07
PRODUCER Holmes Murphy & Assoc - WDM P.O. Box 9207 Des Moines, IA 50306-9207 INSURED Eugene Matthews, Inc. 2041 W. Carroll Chicago, IL 60612	1-800-247-7756	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURER A: Zurich-American Insurance Co. INSURER B: American Zurich Insurance Co. INSURER C: St. Paul Fire & Marine Ins. Co.-MN 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC	GLO5917588-02	12/01/07	12/01/08	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	BAP 5917589-02	12/01/07	12/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
C	EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$ 10,000	QK05501291	12/01/07	12/01/08	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5917587-03	12/01/07	12/01/08	☒ WC STATUTORY LIMITS ☐ OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				\$ \$ \$

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

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.
 Waiver of subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage.

CERTIFICATE HOLDER Village of Orland Park Denise Domalewski 14700 S. Ravinia Ave. Orland Park, IL 60462 USA	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAILING TO 55500 HAWK XXXX XXXX NO OBLIGATION FOR LIABILITY OF XXXX ON XXXX AUTHORIZED REPRESENTATIVE 
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IMPORTANT

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

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

DISCLAIMER

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

Additional Insured - Automatic - Owners, Lessees Or Contractors - Broad Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem	Return Prem.
GL0591758802	12/1/07	12/1/08	12/1/07	Clifford Augspurger	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
 2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GL0591758801	12/1/2006	12/1/2007	12/1/2006		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Workers Compensation and Employers Liability Insurance Policy

ZURICH AMERICAN INSURANCE COMPANY
Schedule of Insureds and Locations



Branch NORTH CENTRAL PROC. CENTER	Policy Number WC 5917587 02	Producer Code 37180000
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SCHEDULE OF INSURED AND LOCATIONS

1 CARROLL CONSULTING, LLC
F.E.I.N.#: 57-1174760 UI 6424514000

ILLINOIS

MINNESOTA

MISSOURI

3 EUGENE MATTHEWS, INC.
Business Type: CORPORATION
F.E.I.N.#: 39-3989168

5 1438-1440 WEST LAKE STREET, INC.
Business Type: CORPORATION
F.E.I.N.#: 36-4187668

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

12/01/2006
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. WC 5917587 02

of the ZURICH AMERICAN INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

issued to CARROLL CONSULTING, LLC

Premium (if any) \$

Authorized Representative

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION:
GILBANE BUILDING COMPANY AND SBC SERVICES INC.

Fax

TO: Village of Orland Park

Fax: 1-708-403-9212 **Attn:** Denise Domalewski

FROM: Eugene Matthews, Inc.

Phone:

Agency: Holmes Murphy & Assoc - WDM

Phone: 1-800-247-7756

Subject: Delivery by CertificatesNow

We hope you find this document satisfactory. If you have any questions regarding the content of this certificate, please contact Holmes, Murphy & Associates or the Insured, both are listed on the certificate of insurance.

NOTICE: This communication is not encrypted and may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate or otherwise use this information. Thank you.

cc:

The data included in this notice and in the attached document is confidential to ConfirmNet and the party responsible for bringing you this information.

HOLMES MURPHY & ASSOCIATES, INC.***Cindy Bennett***

P.O. Box 9207, Des Moines, Iowa 50306-9207

Phone 515-223-7057

800-247-7756

Fax 515-223-7068

e-mail address cbennett@holmesmurphy.com

Date: June 11, 2008 Number of Pages 3
To: Carolina Company Eugene Matthews
From: Cindy Bennett
Re: Copy of Rider
Fax 312-666-8255

If there is a problem with this transmission, please call 515-223-7057

Here is the copy of the Rider & Power of Attorney. The original was mailed on May 30th to your address, Suite 205 to the attention of C. Wittig. I am so sorry this has taken so long to arrive at your business.

Please call with any questions.

Thanks,
Cindy Bennett

North American Specialty Insurance Company

650 Elm Street

Manchester, New Hampshire 03101

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance & Payment BondNO. 2079669

(Type of Bond)

IN FAVOR OF Village of Orland Park, IL

(Obligee)

ON BEHALF OF Eugene Matthews, Inc.

(Principal)

EFFECTIVE July 09, 2007

(Original effective date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

1. The Surety hereby gives its consent to:

☒	Increase	☐	Change the Name of the Principal
☐	Decrease	☐	Change the Address of the Principal
☐	Change the Effective Date	☐	Change the Expiration Date
☐	Other		

(of) the attached bond FROM: \$212,770.00TO: \$354,670.00EFFECTIVE: May 13, 2008

2. PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

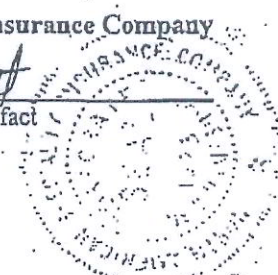
3. Signed, and sealed this 30th day of May, 2008

Masonry Repairs Phase 2
Civic Center, Orland Park, IL

North American Specialty Insurance Company

By: Cindy Bennett

Cindy Bennett, Attorney-in-fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

JANET ALESSIO, JAY D. FREIERMUTH, CRAIG E. HANSEN, CLIFFORD W. AUGSPURGER,

DIANNE S. RILEY, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER and TIMOTHY J. McCULLOH

JOINTLY OR SEVERALLY

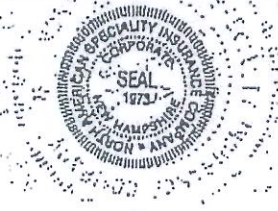
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

[Signature of Steven P. Anderson]

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

By

[Signature of David M. Layman]

David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

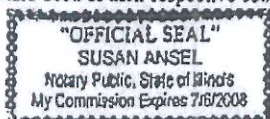


IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of July, 2007.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 18th day of July, 2007, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of Susan Ansel]

Susan Ansel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of May, 2008.

[Signature of James A. Carpenter]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company