

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0342

Innoprise Contract #: C18-0087

Year: 2018

Amount: \$25,000.00

Department: PW - Bill C./Dennis W.

Contract Type: Maintenance

Contractors Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Contract Description: Sportsplex Main Stairs Renovation JOC 057992

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

July 6, 2018

Mr. Daniel Zivilik
F.H.Paschen, S.N. Nielsen & Associates LLC
5515 North East River Road
Chicago, Illinois 60656

NOTICE TO PROCEED – Sportsplex Main Stairs Renovation - JOC

Dear Mr. Zivilik:


This notification is to inform you that the Village of Orland Park has received all necessary contract documents in order for work to commence on the above stated project as of July 2, 2018.

Please contact Bill Cunningham at 708-403-6358 or Dennis Wokurka at 708-403-6374 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated June 21, 2018 in an amount not to exceed Twenty Three Thousand Eight Hundred Thirty-Four and 34/100 (\$23,834.34) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Bill Cunningham
Dennis Wokurka

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
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TRUSTEES

Kathleen M. Fenton
James V. Dodge
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Daniel T. Calandriello
Michael F. Carroll

June 21, 2018

Mr. Daniel Zivilik
F.H. Paschen, S.N. Nielsen & Associates LLC
5515 North East River Road
Chicago, Illinois 60656

NOTICE OF AWARD – Sportsplex Main Stairs Renovation - JOC

Dear Mr. Zivilik:

This notification is to inform you that on June 4, 2018, the Village of Orland Park Board of Trustees approved awarding F.H. Paschen, S.N. Nielsen & Associates LLC the job order contract in accordance with the proposal you submitted dated May 14, 2018 for Sportsplex Main Stairs Renovation in an amount not to exceed Twenty Three Thousand Eight Hundred Thirty-Four and 34/100 (\$23,834.34) Dollars.

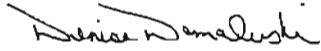
In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by July 6, 2018.

- Attached is the Contract for Sportsplex Main Stairs Renovation - JOC. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed copy of the Contract will be returned to you.
- Also enclosed are the Certificate of Compliance and Insurance Requirements. Please complete and return them along with the signed contracts.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these

conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

A handwritten signature in black ink that reads "Denise Domalewski". The signature is written in a cursive style with a large initial 'D'.

Denise Domalewski
Purchasing & Contract Administrator

cc: Bill Cunningham
Dennis Wokurka



ORLAND PARK

Sportsplex Main Stairs Renovation - JOC
(Contract for Maintenance)



This Contract is made this 21st day of June, 2018 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC (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
- Job Order Contract 057992 Proposal dated May 14, 2018 as it is responsive to the VILLAGE's requirements
- Certificate of Compliance
- Certificates of Insurance

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

Replace the main stairway carpet at the Sportsplex, 11351 W. 159th St, Orland Park, IL 60467 with Fritztile

(hereinafter referred to as the "WORK") as described in the Contractor's proposal dated May 14, 2018 and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amounts for the WORK:

TOTAL: an amount not to exceed Twenty Three Thousand Eight Hundred Thirty-Four and 34/100 (\$23,834.34) Dollars

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by October 1, 2018, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance

Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

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

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

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

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

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpkr.org

To the CONTRACTOR:

Daniel Zivilik
Project Manager
F.H. Paschen, S.N. Nielsen & Associates LLC
5515 North East River Road
Chicago, IL 60656
Telephone: 773-444-3474
Facsimile: 773-693-0064
e-mail: dzivilik@FHPaschen.com
cell: 773-230-4567

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


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

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

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

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

FOR: THE VILLAGE


By: 

Print name: Joseph S. Lerman

Title: Village Manager

Date: ~~7~~ 7/2/18

FOR: THE CONTRACTOR

By: 

Print name: Anthony Izzari

Title: Vice President

Date: 6/22/18



General Terms and Conditions for the Contract between the VILLAGE OF ORLAND PARK (the "VILLAGE") and F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC (the "CONTRACTOR") for Sportsplex Main Stairs Renovation - JOC (the "WORK") dated June 21, 2018 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

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

1.2 CONTRACTOR'S RIGHTS AND DUTIES

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

the CONTRACTOR, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the VILLAGE. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the WORK by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1 This CONTRACT calls for the construction/maintenance of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any

prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

- 1.2.8 Contractor will not be relieved of any obligation to the VILLAGE due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Terms & Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 Accepted Proposal as it conforms to Village requirements
- .5 Addenda, if any
- .6 Certificate of Compliance
- .7 Required Certificates of Insurance
- .8 Performance and Payment Bonds, if required

ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1 The VILLAGE requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the VILLAGE without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not actually installed and built into the WORK without written authorization for the VILLAGE.
- 3.3 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.

- 3.4 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.5 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

ARTICLE 4: TAXES

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

ARTICLE 5: INSPECTION OF MATERIALS

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

ARTICLE 6: ASSIGNMENT

- 6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.
- 6.2 Work not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their Work.
- 6.3 The CONTRACTOR shall not contract with anyone to whom the VILLAGE has a reasonable objection.
- 6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.
- 6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Contract Documents, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the CONTRACTOR, by these Documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Contract Documents, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed

Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before final voucher on the CONTRACT is issued.
- 7.2 Contractor shall supply the VILLAGE with "as-built" plans prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

- 8.1 If the CONTRACTOR fails to begin the WORK under this contract within the time specified, or fails to perform the WORK with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the WORK in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the WORK, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in an acceptable manner, the VILLAGE shall give notice to the CONTRACTOR and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the CONTRACTOR in this contract.
- 8.2 Upon declaration of Contractor's default, the VILLAGE may, at his option, call upon the surety to complete the WORK in accordance with the terms of this contract or may take over the WORK, including any materials and equipment on the work site as may be suitable and acceptable to the VILLAGE and may complete the WORK by or on its own force account, or may enter into a new contract for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner.
- 8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the VILLAGE shall be less than the sum which would have been payable under this contract if it had been completed by the CONTRACTOR and had not been forfeited by the VILLAGE, then the CONTRACTOR shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

- 9.1 If an Architect or Engineer has contracted with the VILLAGE to administer the CONTRACT between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the CONTRACT between the VILLAGE and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case,

disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

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

ARTICLE 10: CONTRACT TIME

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

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The Contractor shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverage shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverage afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all work has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are:

- .1 Worker's Compensation: STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this contract. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors.
- .2 Employers Liability: \$500,000 minimum liability.
- .3 Comprehensive General Liability; including Bodily Injury and Property Damage.

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

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

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

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

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

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

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS – not applicable

~~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.

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Anthony Izzi, as Authorized Agent/Vice President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

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

Federal Employer I.D.#: 36-4518443
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation _____ (State of Incorporation) _____ (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No

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

3) **SEXUAL HARRASSMENT POLICY:** Yes No

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

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

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

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

5) PREVAILING WAGE COMPLIANCE: Yes No

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Contractor shall pay not less

than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Contractor further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

6) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes No

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Signatory to Carpenters, Laborers & Operating Engineers

Brief Description of Program: See Attached Current Certs

7) TAX CERTIFICATION: Yes No

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

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

F.H. Paschen, S.N. Nielsen & Assoc. LLC
5515 N. East River Road
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program IL017650001 - CHICAGO REGIONAL COUNCIL OF CARPENTERS APPR & TRG :

CHICAGO REGIONAL COUNCIL OF CARPENTERS APPR & TRG
1256 ESTES AVENUE
ELK GROVE VILLAGE , IL 60007

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL16N069115	*****4658	JOHNSON, ERIC L.	CARPENTER (0067 V1) Hybrid	7/6/2016		
IL14N060137	*****1962	RODRIGUEZ, ROSA P.	CARPENTER (0067 V1) Hybrid	8/29/2014		
IL15N062119	*****5975	SMITH, OMAR K.	FORM BUILDER (Const) (0206 V1) Hybrid	3/20/2015		



Certified by the U.S. Department of Labor

Date Issued: 5/4/2018

****VOID 90 DAYS FROM ISSUE DATE****

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

F.H. PASCHEN
5515 NORTH EAST RIVER ROAD
CHICAGO , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL012020003 - OPERATING ENGINEERS LOCAL #150**:

OPERATING ENGINEERS LOCAL #150
19800 W. SOUTH ARSENAL ROAD
WILMINGTON , IL 60481

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL14N059867	*****9530	LACEY, JOHN	OPERATING ENGINEER (0365 V1) Hybrid	6/2/2014		



Certified by the U.S. Department of Labor

Date Issued: 5/4/2018

****VOID 90 DAYS FROM ISSUE DATE****

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

F. H. Paschen
5515 N. East River Road
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL017990001 - Chicagoland Laborers:**

Chicagoland Laborers
1200 OLD GARY AVE.
CAROL STREAM , IL 60188

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL2018002437	*****7368	Simmons, Chelsey	CONSTRUCTION CRAFT LABORER (0661 VI) Time-Based	5/2/2018		



Certified by the U.S. Department of Labor

Date Issued: 5/14/2018

****VOID 90 DAYS FROM ISSUE DATE****

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

F. H. Paschen
5515 N. East River Road
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL017990001 - Chicagoland Laborers:**

Chicagoland Laborers
1200 OLD GARY AVE.
CAROL STREAM , IL 60188

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL2018002663		Young, Ashley	CONSTRUCTION CRAFT LABORER (0661 VI) Time-Based	5/11/2018		



Certified by the U.S. Department of Labor

Date Issued: 6/5/2018

****VOID 90 DAYS FROM ISSUE DATE****

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

F.H. Paschen
5515 N. East River Road
Chicago , IL 60656

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **IL017990001 - Chicagoland Laborers**

Chicagoland Laborers
1200 OLD GARY AVE.
CAROL STREAM , IL 60188

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
IL2018000399	*****4368	Michael Reed Jr	CONSTRUCTION CRAFT LABORER	11/15/2017		



Certified by the U.S. Department of Labor


Date Issued: 3/12/2018

****VOID 90 DAYS FROM ISSUE DATE****

8) AUTHORIZATION & SIGNATURE:

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

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Anthony Izzi

Name of Authorized Officer

Authorized Agent/Vice President

Title

June 5, 2018

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2018

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60651 Atrn: chicago.CertRequest@marsh.com	CONTACT NAME: PHONE: (A/C, No, Ext): FAX: (A/C, No): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>18535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C : American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	18535	INSURER B : American Zurich Insurance Company	40142	INSURER C : American Guarantee and Liability Insurance Company	26247	INSURER D : Indian Harbor Insurance Company	36940	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CHI-008016719-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO 5833476-05	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5833474-05	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS 0222911-01	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC 5833475-05 (AOS) WC 5833477-05 (WI)	10/01/2017 10/01/2017	10/01/2018 10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional / Pollution Liability			CEO7420104-04 'SIR: \$250,000'	10/01/2017	10/01/2018	Each Act 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Job: 1550-312 Orland Park Sportsplex Main Stairs Renovation

Village of Orland Park and their respective officers, trustees, directors, employees and agents is/are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. Excess liability is follow form of primary subject to policy terms, conditions and exclusions. XCU-Explosion, Collapse, Underground is included on the General Liability policy.

CERTIFICATE HOLDER Village of Orland Park 14700 South Ravinia Ave Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Biski 5515 N. East River Road Chicago, IL 60656	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella Liability
 Insurer: XL Specialty Insurance Company
 Policy Number: US00076565LI17A
 Policy Period: 10/01/2017 - 10/01/2018
 Each Occurrence: \$25,000,000
 Aggregate: \$25,000,000
 SIR: \$10,000

First Layer Excess Liability
 Insurer: Endurance American Insurance Company
 Policy Number: EXC10004227004
 Policy Period: 10/01/2017 - 10/01/2018
 Each Occurrence: \$25,000,000
 Aggregate: \$25,000,000



Job Order Contract
Detailed Scope of Work

Job Order Number: 057992.00
Job Order Name: Village of Orland Park - SportsPlex Main Stair Renovation
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 530 - 11351 W. 159th Street, Orland Park
IL 60467

Date: May 14, 2018

Detailed Scope of Work

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

Sportsplex flooring

Detailed Scope of Work:

Main Stair Renovation Scope of work: Stair Treads, Risers, Landing •Demo existing glue down carpet on stairs, risers, and landing. •Prep stair treads, risers, and landing for installation of new finishes. •Furnish and install Fritztile at all treads, risers, and landing. •Install stair nosing at top of stair. •Exsiting carpet at 2nd to be re-worked as needed for installation of new nosing. •Fritztile to receive 2 coats of sealer and 2 coats of polish.

Job Order Contract

Proposal Review Summary - Category

Date: May 14, 2018
Job Order #:: 057992.00
Title: Village of Orland Park - SportsPlex Main Stair Renovation
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$23,834.34
Proposal Name: Village of Orland Park - SportsPlex Main Stair Renovation
Proposal Submitted: 05/12/2018

Fritztile Stair Treads, Risers, and Landings:	\$23,834.34
Proposal Total	\$23,834.34

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Proposal Review Detail - Category

Date: May 14, 2018
 Job Order #: 057992.00
 Title: Village of Orland Park - SportsPlex Main Stair Renovation
 Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
 Proposal Value: \$23,834.34
 Proposal Name: Village of Orland Park - SportsPlex Main Stair Renovation
 Proposal Submitted: 05/12/2018

Rec#	CSI Number	Mod.	UOM	Description	Line Total								
Fritztile Stair Treads, Risers, and Landings													
1	01 31 26 00-0004		EA	Minimum Labor Cost, 3 Person Crew Size	\$984.14								
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>1.00 x</td> <td>837.00 x</td> <td>1.1519 =</td> <td>\$964.14</td> </tr> </table>	Quantity	Unit Price	Factor	Total	1.00 x	837.00 x	1.1519 =	\$964.14	
Quantity	Unit Price	Factor	Total										
1.00 x	837.00 x	1.1519 =	\$964.14										
				Installation									
				Contractors Note: Minimum charge for Fritztile floor sealer (2 coats) and Fritztile floor polish (2 coats)									
2	01 71 13 00-0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$463.80								
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>2.00 x</td> <td>201.32 x</td> <td>1.1519 =</td> <td>\$463.80</td> </tr> </table>	Quantity	Unit Price	Factor	Total	2.00 x	201.32 x	1.1519 =	\$463.80	
Quantity	Unit Price	Factor	Total										
2.00 x	201.32 x	1.1519 =	\$463.80										
				Installation									
				Contractors Note: Mobilization and demobilization required for crew, material, and equipment.									
3	01 74 13 00-0003		CY	Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed	\$519.81								
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>23.00 x</td> <td>19.62 x</td> <td>1.1519 =</td> <td>\$519.81</td> </tr> </table>	Quantity	Unit Price	Factor	Total	23.00 x	19.62 x	1.1519 =	\$519.81	
Quantity	Unit Price	Factor	Total										
23.00 x	19.62 x	1.1519 =	\$519.81										
				Installation									
				Contractors Note: Collect construction debris into dumpster.									
4	01 74 19 00-0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$440.26								
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>1.00 x</td> <td>382.20 x</td> <td>1.1519 =</td> <td>\$440.26</td> </tr> </table>	Quantity	Unit Price	Factor	Total	1.00 x	382.20 x	1.1519 =	\$440.26	
Quantity	Unit Price	Factor	Total										
1.00 x	382.20 x	1.1519 =	\$440.26										
				Installation									
				Contractors Note: Collection of construction related debris.									
5	02 41 16 13-0003		GSF	Commercial Building Interior <2000 SF (188 M2), Gutting And Disposal Into Dumpster Or Truck	\$1,165.15								
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>119.00 x</td> <td>8.50 x</td> <td>1.1519 =</td> <td>\$1,165.15</td> </tr> </table>	Quantity	Unit Price	Factor	Total	119.00 x	8.50 x	1.1519 =	\$1,165.15	
Quantity	Unit Price	Factor	Total										
119.00 x	8.50 x	1.1519 =	\$1,165.15										
				Installation									
				Contractors Note: Demo and remove existing flooring from stairs, risers, and landings. 50% of floor SF figured.									
6	03 31 13 00-0087		CY	250' (77 m) Haul, Non-Motorized, Concrete Buggy	\$886.74								
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>23.00 x</td> <td>33.47 x</td> <td>1.1519 =</td> <td>\$886.74</td> </tr> </table>	Quantity	Unit Price	Factor	Total	23.00 x	33.47 x	1.1519 =	\$886.74	
Quantity	Unit Price	Factor	Total										
23.00 x	33.47 x	1.1519 =	\$886.74										
				Installation									
				Contractors Note: Buggy used for transporting material on jobsite.									
7	03 54 00 00-0002		SF	1/8" Thick Self Leveling Underlayment For Concrete Floors Including Surface Preparation	\$435.90								
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>238.00 x</td> <td>1.59 x</td> <td>1.1519 =</td> <td>\$435.90</td> </tr> </table>	Quantity	Unit Price	Factor	Total	238.00 x	1.59 x	1.1519 =	\$435.90	
Quantity	Unit Price	Factor	Total										
238.00 x	1.59 x	1.1519 =	\$435.90										
				Installation									
				Contractors Note: Floor prep.									

Date: May 14, 2018
Job Order #: 057992.00
Title: Village of Orland Park - SportsPlex Main Stair Renovation

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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Fritztile Stair Treads, Risers, and Landings

8	09 01 80 00-0003		SF	Remove Setting Bed And Clean Area	\$995.17		
				Quantity	Unit Price	Factor	Total
			Installation	238.00 x	3.63 x	1.1519 =	\$995.17

Contractors Note: Remove glue from stairs after carpet demo.

9	09 86 13 00-0017		LF	Cast in Place Terrazzo Stair Tread And Riser, Applied To Concrete Or Metal	\$17,852.79		
				Quantity	Unit Price	Factor	Total
			Installation	238.00 x	65.12 x	1.1519 =	\$17,852.79

Contractors Note: Supply and install Fritztile on stair treads, risers, and landings

10	09 86 13 00-0017	0086	LF	For Each SF Of Landings, Add	\$110.58		
				Quantity	Unit Price	Factor	Total
			Installation	64.00 x	1.50 x	1.1518 =	\$110.58

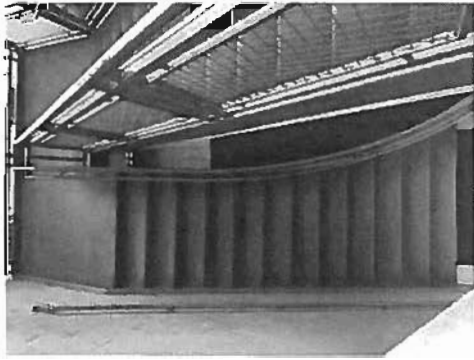
Contractors Note:

Subtotal for Fritztile Stair Treads, Risers, and Landings: **\$23,834.34**

Proposal Total **\$23,834.34**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals

The Percent of NPP on this Proposal: **0.00%**



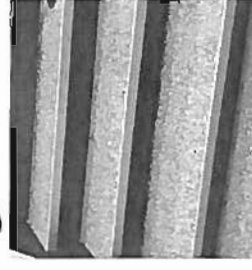
existing sportsplex stair

Rubber Tread



- 5 year warranty, 10+ year life cycle
- Durable, does not require a finish
- Excellent Slip Resistance
- Low Maintenance

Terrazzo Tile



- 20 year warranty, 40+ year life cycle
- True epoxy precast Terrazzo 12"x12" tile
- Dimensionally stable - will not shrink or wrap
- Low Maintenance

