

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2016-0347

**Innoprise Contract #:** C16-0075

**Year:** 2016

**Amount:** \$172,500.00

**Department:** Parks - Gary Couch

**Contract Type:** Small Construction & Installation

**Contractors Name:** GLI Services Inc., dba George's Landscaping Inc.

**Contract Description:** Dogwood Park Construction



MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orlandpark.org](http://www.orlandpark.org)



**VILLAGE HALL**

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

June 29, 2016

Mr. George Petecki  
GLI Services, Inc.  
dba George's Landscaping Inc.  
1410 Mills Road  
Joliet, Illinois 60433

**RE: NOTICE TO PROCEED – DOGWOOD PARK CONSTRUCTION**

Dear Mr. Petecki:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of June 22, 2016. Please find enclosed your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Gary Couch at 708-403-6241 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated June 10, 2016 in an amount not to exceed One Hundred Seventy Two Thousand Five Hundred and No/100 (\$172,500.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:  
CC: Gary Couch

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Avenue  
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June 10, 2016

Mr. George W. Petecki  
GLI Services, Inc. dba George's Landscaping Inc.  
1410 Mills Road  
Joliet, Illinois 60433

#### NOTICE OF AWARD – DOGWOOD PARK CONSTRUCTION

Dear Mr. Petecki:

This notification is to inform you that on June 6, 2016, the Village of Orland Park Board of Trustees approved awarding GLI Services, Inc. dba George's Landscaping Inc. the contract in accordance with the bid you submitted dated May 2, 2016, for Dogwood Park Construction for an amount not to exceed One Hundred Seventy Two Thousand Five Hundred and No/100 (\$172,500.00) Dollars.

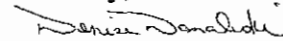
In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 27, 2016.

- I am attaching the Contract for Dogwood Park Construction. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a current 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.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

- Please submit Performance and Payment Bonds, dated June 10, 2016 for the full amount of the contract. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and Payment and Performance Bonds 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](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Contract Administrator

cc: Gary Couch

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



This Contract is made this **10th day of June, 2016** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and GLI Services, Inc. dba George's Landscaping Inc. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

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

- o The Invitation to Bid #16-018 issued April 14, 2016
- o The Instructions to the Bidders
- o All Exhibits
- o All Addenda

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

Affidavit of Compliance

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

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

*Demolition and reconstruction of Dogwood Park, located at 14946 Dogwood Drive, Orland Park, Illinois, 60462*

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

**TOTAL:** an amount not to exceed One Hundred Seventy Two Thousand Five Hundred and No/100 (\$172,500.00) Dollars

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

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

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

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by September 30, 2016 (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 defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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. Notice shall be sent to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park

14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orlandpark.org

**To the CONTRACTOR:**

George W. Petecki, President  
GLI Services, Inc. dba George's  
Landscaping Inc.

1410 Mills Road  
Joliet, Illinois 60433  
Telephone: 815-774-0350  
Facsimile: 815-774-0352  
e-mail: George@georgeslandscaping.com

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

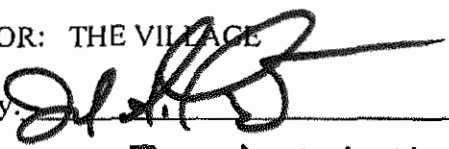
**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

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

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

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

FOR: THE VILLAGE

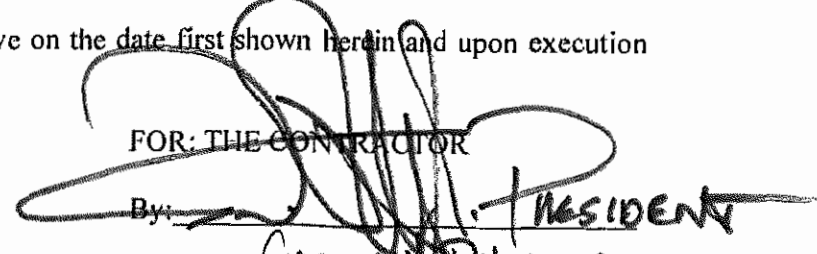
By: 

Print name: Joseph S. LaMargo

Its: Assistant Village Manager

Date: 6/24/16

FOR: THE CONTRACTOR

By: 

Print name: George W. Petecki, Jr.

Its: President

Date: 6/20/16

**VILLAGE OF ORLAND PARK  
CONSTRUCTION CONTRACT  
Terms and General Conditions**

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the "VILLAGE") and GLI Services, Inc. dba George's Landscaping Inc. (the "CONTRACTOR") for **Dogwood Park Construction** (the "WORK") dated **June 10, 2016** (the "CONTRACT").

**ARTICLE 1: DUTIES OF THE PARTIES**

**1.1. VILLAGE'S RIGHTS AND DUTIES**

- 1.1.1. Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2. The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3. The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage 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, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5. If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's 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 throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by 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 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 under the CONTRACT 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 consists of the following documents and items:

- 2.1.1. Agreement between the parties
- 2.1.2. Terms and General Conditions to the Agreement
- 2.1.3. Special Conditions to the Agreement, if any
- 2.1.4. The Project Manual dated April 14, 2016 which includes
  - Invitation to Bid #16-018
  - Instructions to the Bidders
  - Specifications and Drawings, if any
- 2.1.5. Accepted Bid Proposal as it conforms to the bid requirements
- 2.1.6. Addenda, if any
- 2.1.7. Affidavit of Compliance required by the VILLAGE
- 2.1.8. Required Certifications and documents as may be required by other project funding agencies
- 2.1.9. Required Certificates of Insurance
- 2.1.10. Performance and Payment Bonds

## **ARTICLE 3: PAYMENTS AND COMPLETION**

- 3.1. The VILLAGE requires for each Request 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. Payments shall not be made by the VILLAGE without such 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 installed or built into the WORK without written authorization from 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.

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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. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

#### **ARTICLE 5: INSPECTION OF MATERIALS**

5.1. The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

#### **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 for performance of the WORK hereunder 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, 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, 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 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 the final payment or payment retention will be paid to the CONTRACTOR.
- 7.2. The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer 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 in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, 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 a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.
- 8.2. Upon declaration of CONTRACTOR's default, the VILLAGE may, at its 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 on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts 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 as the VILLAGE may in its discretion determine.

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 to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

## **ARTICLE 9: DISPUTES AND VENUE**

9.1. Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All 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 not 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 and governed by 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 with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

## **ARTICLE 11: INSURANCE AND INDEMNIFICATION**

### **11.1. Insurance Requirements**

11.1.1. The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business

in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability 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. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. 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.

11.1.2. The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.3. CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

## **11.2. Indemnification**

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

11.2.2. The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment,

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

## **ARTICLE 12: PERFORMANCE AND PAYMENT BONDS**

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

## **ARTICLE 13: EXECUTION OF CONTRACT**

- 13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

## **ARTICLE 14: CHANGES IN THE WORK**

- 14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested 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 VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

## **ARTICLE 15: TERMINATION**

- 15.1. 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 agreed upon reasonable overhead and profit.

## **EXHIBIT A**

### **Insurance Requirements**

#### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

#### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

#### **GENERAL LIABILITY (Occurrence basis)**

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

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

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

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

#### **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

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

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

VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018

**BIDDER SUMMARY SHEET**

Business Name: GLI Services, Inc. dba George's Landscaping Inc.

Contact Person Name & Title: George W. Petecki, President

Address (Street, City, State, Zip Code): 1410 Mills Road, Joliet, IL 60433

Phone: (815) 774-0350 Fax: (815) 774-0352

E-mail Address: george@georgeslandscaping.com

**PRICE PROPOSAL**

|                              |                                                                                        |
|------------------------------|----------------------------------------------------------------------------------------|
| <b>GRAND TOTAL BID PRICE</b> | <b>\$ <u>172,500.00</u></b><br>(One hundred seventy two thousand five hundred dollars) |
|------------------------------|----------------------------------------------------------------------------------------|

Alternate Pricing Option #1: Add Tongue and Groove Pine Board Roofing under steel roof ADD \$4500.00

Alternate Pricing Option #2: Stain Tongue and Groove Boards ADD \$365.00

**AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: George W. Petecki

Signature of Authorized Signee:  President

Title: President

Date: May 2, 2016



1410 Mills Road • Joliet, Illinois 60433 • T (815) 774-0350 • F (815) 774-0352 • [www.georgeslandscaping.com](http://www.georgeslandscaping.com)

Date: May 2, 2016  
 Project: **Itemized Bid for Dogwood Park Construction Services**

This proposal provides for the following:

| Item | Description                                            | Quantity | Unit | Extended Cost |
|------|--------------------------------------------------------|----------|------|---------------|
|      | Layout and mobilization                                | 1        | LS   | \$ 1,073.00   |
|      | Silt fencing                                           | 160      | LF   | \$ 640.00     |
|      | Tree protection fencing                                | 145      | LF   | \$ 580.00     |
|      | Jobsite safety fencing                                 | 340      | LF   | \$ 1,350.00   |
|      | Stabilized construction entrance                       | 1        | LS   | \$ 770.00     |
|      | Project demolition                                     | 1        | LS   | \$ 5,156.00   |
|      | Existing EWF removal                                   | 100      | CY   | \$ 2,646.00   |
|      | Excavation (excavated materials remain on site)        | 270      | CY   | \$ 3,464.00   |
|      | Pulverized topsoil                                     | 18       | CY   | \$ 385.00     |
|      | Concrete playground curbs, 12" x 6"                    | 196      | LF   | \$ 5,488.00   |
|      | 5" concrete flatwork                                   | 1,300    | SF   | \$ 10,076.00  |
|      | Playground access ramp - concrete                      | 1        | LS   | \$ 1,085.00   |
|      | Concrete play transition curbing                       | 42       | LF   | \$ 778.00     |
|      | Basketball court: wash, crack fill, seal, stripe       | 1        | LS   | \$ 2,822.00   |
|      | Playground equipment supply and install                |          |      |               |
|      | 5-12 equipment                                         | 1        | LS   | \$ 51,584.00  |
|      | 2-5 equipment                                          | 1        | LS   | \$ 18,026.00  |
|      | Swings                                                 | 1        | LS   | \$ 3,746.00   |
|      | Site furnishings, supply and install                   |          |      |               |
|      | 6' Benches (3)                                         | 1        | LS   | \$ 3,526.00   |
|      | Trash Receptacle (1)                                   | 1        | LS   | \$ 968.00     |
|      | 6' picnic tables (2)                                   | 1        | LS   | \$ 2,848.00   |
|      | Dogwood Park Arch Sign (1)                             | 1        | LS   | \$ 16,821.00  |
|      | RCP 20' x 20' Shelter with footings (no engineer dwgs) | 1        | LS   | \$ 19,934.00  |
|      | 4" Playground underdrain PVC perf. W ith gravel        | 65       | LF   | \$ 1,204.00   |
|      | 4" PVC Solid drainage piping                           | 1        | LS   | \$ 700.00     |
|      | Trench Backfill                                        | 1        | LS   | \$ 236.00     |
|      | 4" Tie into existing storm at back of crub             | 1        | LS   | \$ 410.00     |
|      | 3" CA-7 stone underdrainage for EWF 3200 SF            | 1        | LS   | \$ 2,498.00   |
|      | Filter fabric                                          | 400      | SY   | \$ 800.00     |
|      | EWF playground surfacing                               | 156      | CY   | \$ 6,191.00   |

| Item | Description                           | Quantity | Unit | Extended Cost        |
|------|---------------------------------------|----------|------|----------------------|
|      | Landscape plantings                   | 1        | LS   | \$ 2,959.00          |
|      | Landscape hardwood mulch              | 4        | CY   | \$ 248.00            |
|      | Turf restorationwith seed and blanket | 600      | SY   | \$ 1,740.00          |
|      | Projhect bonding and insurance        | 1        | LS   | \$ 1,748.00          |
|      |                                       |          |      | <b>\$ 172,500.00</b> |

## Alternate Pricing Option:

|                                               |     |             |
|-----------------------------------------------|-----|-------------|
| Add T & G Pine Board Roofing Under Steel Roof | ADD | \$ 4,500.00 |
| Stain T & G Boards                            | ADD | \$ 365.00   |

**VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018**

**AFFIDAVIT OF COMPLIANCE**

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned George W. Petecki  
(Enter Name of Person Making Affidavit)

as President  
(Enter Title of Person Making Affidavit)

and on behalf of GLI Services, Inc. dba George's Landscaping Inc.  
(Enter Name of Business Organization)

certifies that Bidder is:

**1) A BUSINESS ORGANIZATION: Yes [☒] No [☐]**

**Federal Employer I.D. #:** 72-1608227  
(or Social Security # if a sole proprietor or individual)

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

☐ Sole Proprietor  
☐ Independent Contractor (Individual)  
☐ Partnership  
☐ LLC  
☒ Corporation Illinois November 17, 2005  
(State of Incorporation) (Date of Incorporation)

**2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [☒] No [☐]**

The Bidder is authorized to do business in the State of Illinois.

**3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [☒] No [☐]**

The Bidder 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.

**VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018**

**4) SEXUAL HARASSMENT POLICY COMPLIANT: 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."

**5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [☒] No [☐]**

During the performance of this Project, Bidder 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 Bidder 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

**VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018**

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 Bidder 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 Bidder 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 Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 Bidder 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.

**6) PREVAILING WAGE COMPLIANCE:      Yes ☒   No ☐**

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder 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>).

**VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018**

The undersigned Bidder 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 Bidder 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 Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:**      Yes ☒ No ☐

Bidder 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:** Local 150 Operators and Local 75 Laborers Apprenticeship Programs

**Brief Description of Program:** Invites new union employee apprentices to work below seasoned employees, to practice the skills that they have learned.

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**VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018**

8) **TAX COMPLIANT:**    Yes [x]    No [ ]

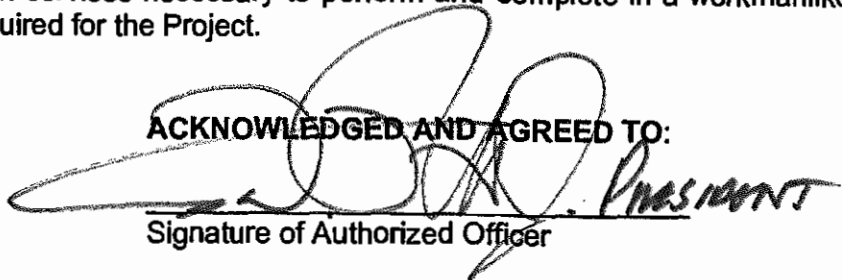
Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, 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

George W. Petecki

Name of Authorized Officer

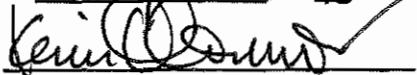
President

Title

May 2, 2016

Date

Subscribed and Sworn To  
Before Me This 2nd Day  
of May, 2016

  
Notary Public Signature



**NOTARY SEAL**

**VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018**

**REFERENCES**

Provide three (3) references for which your organization has performed similar work.

**Bidder's Name:** GLI Services, Inc. dba George's Landscaping Inc.  
*(Enter Name of Business Organization)*

1. ORGANIZATION (Please see attached 2016 Project References)  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_
  
2. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_
  
3. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_



1410 Mills Road • Joliet, Illinois 60433 • T (815) 774-0350 • F (815) 774-0352 • [www.georgeslandscaping.com](http://www.georgeslandscaping.com)

## 2016 References – Started and Completed Projects 2015

Toll Brothers/ 3100 West Higgins Rd Suite 100/ Hoffman Estates IL 60169  
Jim Hepler 847-590-5100 x 5036  
Bowes Creek Country Club Pocket Park #2/ 3555 Bowes Rd/ Elgin IL 60123  
Bid: \$132,723  
Final: \$152,154

Park District of Oak Park/ 218 Madison St/ Oak Park IL 60302  
Chris Lindgren 708-638-2461  
Julian & Brooks Middle School Fields  
Bid: \$1,008,611  
Final: \$1,022,237

Frontier Construction Inc/ 7615 Plaza Court/ Willowbrook IL 60527  
Chris Baran 708-460-9669  
Palos CCSD 118 – Palos West Playground Install/ 12700 S 104<sup>th</sup> Ave Palos Park IL 60464  
Bid: \$21,951.00  
Final: \$21,951

Powers & Sons Construction Co/ 5040 S State St/ Chicago IL 60609  
Robert Kennedy (773) 536-3100  
Dunne Technology Academy/ 10845 S Union Avenue/ Chicago IL 60628  
Bid: \$41,275  
Final: \$41,275

Village of Romeoville, 1050 West Romeo Road, Romeoville IL 60446  
Joel Drabicki Robinson Engineering (815) 806-0300  
Budler Road Recreational Trail/ East Parkway of Budler Road at the Public Works driveway entrance  
Bid: \$79,282  
Final: \$87,382

International Contractors Inc/ 977 South Route 83, Elmhurst IL 60126  
Terry Fielden (630) 941-6853  
NLSO 122 Capital Improvements – Cherry Hill Playground Installation/ 205 Kingston Dr/ New Lenox IL 60451  
Bid: \$161,553  
Final: \$161,884

Hoffman Estates Park District/ 1685 W Higgins Rd/ Hoffman Estates IL 60169  
Gary Buczkowski (847) 561-2172  
Installation of Playground Equipment at Valley, Evergreen, & Maple Parks  
Bid \$164,375.25  
Final: \$182,661

Byron Park District/ 420 N Colfax/ Byron IL 61010  
Tod Stanton/ Design Perspectives (630) 428-3134  
Tiger Town Improvements/ 420 N Colfax/ Byron IL 61010  
Bid: \$405,113      Final: \$406,813



College of DuPage/ 425 Fawell Blvd./ Glen Ellyn, IL 60137  
David Lesniak, Senior Project Manager/ (630) 942-2972  
Homeland Security Training Center/ College of DuPage/ 425 Fawell Blvd./ Glen Ellyn, IL 60137  
Bid: \$547,251.50  
Final: \$611,719

Weis Builder, Inc. / 8420 West Bryn Mawr Avenue / Suite 1010 / Chicago, IL 60631  
Gina Curran / (773) 304-4460  
Bright Horizons Northbrook/ 1101 Techny Road/ Northbrook, Illinois 60062  
Bid: \$121,795  
Final: \$136,456

#### **2014 References – Started and Completed Projects 2014**

Geneva Park District/ 710 Western Avenue/ Geneva, Illinois 60134  
Nicole Vickers (630) 232-4542  
Sunset Pool Aquatic Features Phase II/ 710 Western Avenue/ Geneva, Illinois 60134  
Bid: \$254,289  
Final: \$253,145

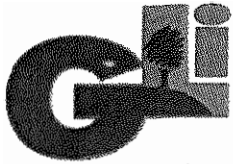
Park District of Oak Park/ 218 Madison Street/ Oak Park, Illinois 60302  
Scott Stewart, Ph.D. (708) 725-2450  
Oak Park Conservatory Bioswale Project / 615 Garfield Street / Oak Park, Illinois 60302  
Bid \$18,384  
Final: \$18,384

Village of Homer Glen/ 14933 Founders Crossing/ Homer Glen IL 60491  
Jim Walkowski (708) 301-0632  
Installation of Benches along Heroes Trail  
Bid: \$12,246  
Final: \$12,246

Village of Orland Park/ 14700 S Ravinia Dr/ Orland Park, IL 60462  
Frank Stec ( 708) 403-6139  
CPAC Water Play Unit Installation  
Bid: \$37,935  
Final: \$37,935

Godley Park District/ 500 S Kankakee Rd/ Godley IL 60407  
Dayna Heitz (815) 458-6129  
Route 66 Mining Museum Improvements 2014  
Bid: \$20,480  
Final: \$21,332

Village of Romeoville Parks & Recreation Department/ 900 West Romeo Rd/ Romeoville IL 60446  
Kelly Rajzer (815) 886-6040  
Deer Park Crossing Playground Repairs  
Bid: \$3,507.50  
Final: \$3,508



Ozinga Materials/ Channahon IL  
Steve King (630) 240-2408  
Channahon Entrance Sign  
Bid: \$22,282  
Final: \$22,282

Keeley Construction/ 245 Sidney Court/ Villa Park IL 60181  
Marc Ciaglia (630) 833-8600  
Job #6912 Weber Stephen Products  
Bid: \$11,349  
Final: \$23,948

Village Of Romeoville Parks & Recreation Department/ 900 West Romeo Rd/ Romeoville IL 60446  
Kelly Rajzer (815) 886-6040  
Boucher Prairie Park Restrooms  
Bid: \$120,634  
Final: \$122,229

Village Of Romeoville Parks & Recreation Department/ 900 West Romeo Rd/ Romeoville IL 60446  
Kelly Rajzer (815) 886-6040  
Lakewood Estates  
Bid: \$189,732.20  
Final: \$200,376

Elmhurst Park District/ 375 W First St/ Elmhurst IL 60126  
Angela Ferrentino (630) 993-8915  
261 W Grantley Drainage Improvements  
Bid: \$31,450  
Final: \$33,550

Village of Orland Park/ 14700 S Ravinia Dr/ Orland Park, IL 60462  
Frank Stec (708) 403-6139  
FLC Playground Install/ 14650 S Ravinia Ave/ Orland Park, IL 60462  
Bid: \$62,311  
Final: \$62,311

Downers Grove Park District / 2455 Warrenville Road / Downers Grove, IL 60515  
Paul Fyle, ASLA / (630) 963-1304  
Walnut Avenue Park / 4715 Walnut Avenue / Downers Grove, IL 60515  
Bid: \$102,902  
Final: \$102,902

Abbey PavingCo. Inc. / 1949 County Line Road / Aurora, IL 60502  
James Gillian / (630) 585-7220  
West Aurora School District 129 / 2014 Site Improvements

- Todd Early Childhood Playground
- District Administration
- Hall Elementary
- West High

Contract: \$88,267      Final: \$88,267



Camosy Construction / 43451 N. US Highway 41 / Zion, IL 60099  
Bob Nikolai / (847) 395-6800  
Armstrong Park Ballfield Renovation / 391 Illini Drive / Carol Stream, IL 60188  
Bid : \$159,445  
Final: \$159,445

Park District of Franklin Park / 9560 Franklin Avenue / Franklin Park, IL 60131  
Joseph Modrich / (847) 455-9053  
Chestnut Park / 10105 Chestnut Avenue / Franklin Park, IL 60131  
Bid: \$396,807  
Final: \$405,959

North Berwyn Park District / 1619 South Wesley Avenue / Berwyn, IL 60402  
Joseph Vallez / (708) 749-4900  
Cuyler Park Renovation / 19<sup>th</sup> Street & Cuyler Avenue / Berwyn, IL 60402  
Bid: \$520,711  
Final: \$529,205

Park District of Oak Park / 218 Madison Street / Oak Park, IL 60302  
Michael T. Gandy / (708) 725-2050  
Carroll Park / 1125 South Kenilworth Avenue / Oak Park, IL 60304  
Bid: \$397,682  
Final: \$407,688

Village of Orland Park / 14700 S. Ravinia Avenue / Orland Park, IL 60462  
Frank Stec / (708) 403-6139  
FLC Playground Equipment & Poured Surface / 14650 S. Ravinia Avenue / Orland Park, IL 60462  
Bid: \$62,311  
Final: \$62,311

Weis Builder, Inc. / 8420 West Bryn Mawr Avenue / Suite 1010 / Chicago, IL 60631  
Gina Curran / (773) 304-4460  
Bright Horizons Western Springs / 4700 Commonwealth Avenue / Western Springs, IL  
Bid: \$167,907.  
Final: \$202,711

### **2013 References – Started and Completed Projects 2013**

Oak Lawn Park District/ 4425 Southwest Highway/ Oak Lawn IL 60453  
Joel Craig (708) 857-2201  
Memorial Park Splash Pad/ 103<sup>rd</sup> & Major Avenues/ Oak Lawn IL 60453  
Bid: \$439,384  
Final: \$537,714

Bensenville Park District / 1000 W. Wood Street / Bensenville, IL 60106  
Steve Cherveny / (630) 766-7015 x2007  
Varble Park Splash Pad / 1100 W. Wood Street / Bensenville, IL 60106  
Bid: \$646,701  
Final: 664,245



Flagg-Rochelle Community Park District / 735 North 2nd Street / Rochelle, IL 61068  
Eric Christensen, Executive Director / (815)562.7813  
Cooper Park Playground / 10<sup>th</sup> Avenue and 20<sup>th</sup> Street / Rochelle, Illinois 61068  
Bid: \$46,612  
Final: \$46,612

West Chicago Park District / 157 West Washington Street / West Chicago, IL 60185  
Jesse Felix / (630) 231-9474  
Kress Creek Farm Trail / Wilson and Joliet Streets / West Chicago, IL 60185  
Bid: \$126,000  
Final: \$126,000

Harper College / 1200 West Algonquin Road / Palatine, Illinois 60067  
Marisa Dittman, Smith Group JJR / (312)641-6764  
Child Learning Center Playground / 1200 West Algonquin Road / Palatine, Illinois 60067  
Bid: \$ 76,261  
Final: \$85,000.00

Harper College / 1200 West Algonquin Road / Palatine, Illinois 60067  
Marisa Dittman, Smith Group JJR / (312) 641-6764  
Gathering Places / 1200 West Algonquin Road / Palatine, Illinois 60067  
Bid: \$ 344,564  
Final: \$344,564

Harper College / 1200 West Algonquin Road / Palatine, Illinois 60067  
Marisa Dittman, Smith Group JJR / (312) 641-6764  
Hammer Throw Grading and Sod / 1200 West Algonquin Road / Palatine, Illinois 60067  
Bid: \$24,619  
Final: \$24,619

Lockport Township Park District /1911 South Lawrence Avenue / Lockport, Illinois 60441  
Greg Ludwig / (815) 838-1183  
Theodore Marsh Playground / Noonan and Gaylord Avenue, Crest Hill, Illinois 60403  
Bid: \$19,370  
Final: \$19,370

Manteno School District #5 / 84 North Poplar Street, Manteno / Illinois 60950  
Adam Verducci, Gilbane Building Company / (815) 907-7188  
Manteno Elementary School Addition / 555 West Cook Street / Manteno 60950  
Bid: \$75,557  
Final: \$75,652

Village of Orland Park / 14700 South Ravinia Avenue / Orland park, Illinois 60462  
Frank Stec / (708) 403-6139  
Eagle Ridge Park Playground / 10755 Eagle Ridge Drive / Orland Park,, Illinois 60467  
Bid: \$32,980  
Final: \$32,980



Oswegoland Park District / 313 East Washington Street / Oswego, IL 60543  
Grant Casleton / (630) 554-4428  
North Hampton Park Shelter / North Hampton Avenue and Nottingham Avenue  
Bid: \$11,640  
Final: \$11,640

Pepper Construction / 643 North Orleans Street / Chicago, Illinois 60610  
Tod J, Stanton, Design Perspectives, Inc. / (630) 428-3134  
Bright Horizons – Deerfield / 1650 Lake-Cook Road / Deerfield, Illinois 60015  
Bid: \$167,091  
Final: \$172,917

Pepper Construction / 643 North Orleans Street / Chicago, Illinois 60610  
Eric Javorek / (312) 266-4700  
Bright Horizons-University of Chicago / 5610 South Drexel Avenue / Chicago, Illinois 60637  
Bid: \$61,856  
Final: \$61,856

Rochelle School District 231 / 444 North 8<sup>th</sup> Street / Rochelle, Illinois 61068  
Todd Prusator, District Superintendent / (815) 562-6363  
Lincoln Elementary School / 1450 20<sup>th</sup> Street (Flagg Road and 22<sup>nd</sup> St.) / Rochelle, IL 61068  
Bid: \$178,856  
Final: 178,856

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446  
(815) 886-7200  
Murphy Park / 13 Montrose Drive / Romeoville, Illinois 60446  
Bid: \$993,758  
Final: \$1,039,965

Village of Shorewood / 1 Towne Center Boulevard / Shorewood, Illinois 60404  
Roger Barrowman, Public Works Supervisor / (414) 847-2650  
Toni Dulny / (815) 725-2150  
Veterans Memorial- Phase II / 1 Towne Center Boulevard / Shorewood, Illinois 60404  
Bid: \$262,668  
Final: \$265,806

#### **2012 References – Started and Completed Projects 2012**

Naperville Park District / 425 West Jackson Avenue / Naperville, Illinois 60540  
Eric Shutes, Director of Planning / (630) 864-3944  
Brush Hill Park Backstop Installation / 203 North Whispering Hills Road / Naperville, Illinois 60540  
Contract: \$3750

Park District of Oak Park / 218 Madison Street / Oak Park, Illinois 60302  
Neil Adams or Mike Grandy / (708) 383-0002  
Mills Park / 217 South Home Avenue / Oak Park, Illinois 60302  
Contract: \$728,062



Sandwich Park District / 1001 North Latham Street / Sandwich, Illinois 60548-3101  
Sue Swithin, Director of Parks and Recreation / (815) 786-8044  
Milestone Park / South Wind Drive & Fairwind Boulevard, Sandwich, Illinois 60548  
Contract: \$243,405

Geneva Park District / 710 Western Road / Geneva, Illinois 60134  
Larry Gabriel, Superintendent of Parks and Properties / (630) 232-0605  
Deerpath Park and / N. Barton Dr. / Batavia, Illinois 60510  
Island Park / E. State Street / Geneva, Illinois 60134  
Contract: \$123,175 (combined)

Oak Park Elementary School District 97 / 970 Madison Street / Oak Park, IL 60302  
Therese O'Neill or Norm Lane / (708) 524-3000  
Beye, Holms and Longfellow Schools Playground Improvements  
Contract: \$1,172,835

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446  
(815) 886-7200  
Romeoville Football Field Renovation / 900 West Romeo Road / Romeoville, IL 60446  
Contract: \$358,434

Joliet School District 86 / 420 North Raynor Avenue / Joliet, IL 60435  
Tom Baker, VP George Sollitt Construction Co. / (630) 860-7333  
Isaac Singleton Elementary School / 1501 Copperfield Avenue / Joliet, IL 60435  
Contract: \$154,847

Naperville Park District / 320 West Jackson Avenue / Naperville, IL 60540  
Jessica Burgdorf / (630) 864-3944  
Cress Creek Park / 1311 Royal St. George Drive / Naperville, IL 60450  
Contract: \$102,550

Village of Shorewood / 1 Towne Center Boulevard / Shorewood, IL 60404  
Roger Barrowman / (815) 725-2150 x23  
Town Center Park Veterans Memorial Fountain Phase 2 / 1 Towne Center Boulevard / Shorewood, IL 60404  
Contract: 265,793

Hodgkins Park District / 8997 Lyons Street / Hodgkins, IL 60525  
Kelly Young / (708) 354-6563  
Hodgkins Park / 8997 Lyons Street / Hodgkins, IL 60525  
Contract: \$141,738

McCook Park District / 4911 Riverside Avenue / McCook, IL 60525  
Frank Pilch or Marcus Larson / (708) 447-7048  
ComEd Park / 4911 Riverside Avenue / McCook, IL 60525  
Contract: \$201,503

Mokena Community Park District / 10925 LaPorte Road / Mokena, IL 60448  
Jim Romanek / (708) 390-2401  
Fox Ridge Park / Telluride Lane and Snowmass Road / Mokena, IL 60448  
Contract: \$41,285



New Millennia Community Center C/O Minonk Community Bank / 137 West 5<sup>th</sup> Street / Minonk, IL 61760  
Bob Hakes / (309) 432-2552  
New Millennia Park Splash Pad / Chestnut and Moran Streets / Minonk, IL 61760  
Contract: \$198,263

River Forest Park District / 401 Thatcher Avenue / River Forest, IL 60305  
Michael Sletten / (708) 366-6660  
Keystone Park East Playground / 7920 Central Avenue / River Forest, IL 60305  
Contract: \$26,193

Oswegoland Park District / 313 East Washington Street / Oswego, IL 60543  
Chad Feldotto / (630) 554-4428  
Boulder Point Playground / Zero Boulder Hill Pass / Montgomery, IL 60538  
Contract: \$66,017

New Lenox Community Park District / 1 Manor Drive / New Lenox, IL 60451  
George Travnicek / (815) 485-3584  
Countryview - Royal Meadows Park / Daniel Lewis Drive and Jackson Branch Drive / New Lenox, IL 60451  
Contract: \$607,600

Park District of Oak Park / 218 Madison Street / Oak Park, IL 60302  
Neil Adams / (708) 383-0002  
Mills Park / 217 South Home Avenue / Oak Park, IL 60302  
Contract: \$727,700

#### **2011 References – Started and Completed Projects 2011**

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446  
(815) 886-7200  
Civic Campus Renovation / 13 Montrose Drive / Romeoville, IL 60446  
Contract: \$1,277,171

Oregon Park District / 304 S. Fifth Street / Oregon, IL 61061  
Dan Griffin / (815) 732-3101  
Park West and Hawk Prairie Improvements / Oregon Trail Road and 14<sup>th</sup> Street / Oregon, IL 61061  
Contract: \$1,030,456

Belvidere Park District / 1006 W. Lincoln Avenue / Belvidere, IL 61008  
Dan Roddewig / (815) 547-5711  
Belvidere Park Water Feature / 1006 W. Lincoln Avenue / Belvidere, IL 61008  
Contract: \$111,829

Village of Hinsdale Parks and Rec. Dept. / 19 East Chicago Avenue / Hinsdale, IL 60521  
Gina Hassett / (630) 789-7090  
Katherine Legge Memorial Park South Shelter Improvements / 5901 S. County Line Road / Hinsdale, IL 60521  
Contract: \$110,328

Village of Lemont / 418 Main Street / Lemont, IL 60439  
James Brown / (630) 257-1550  
I and M Canal Trail / General Fry's Landing / Phase II Streetscape / Lemont, IL 60439  
Contract: \$141,295



Tinley Park Park District / 8125 West 171<sup>st</sup> Street / Tinley Park, IL 60477  
John Curran / (708) 342-4200  
McCarthy Park Landscape Improvements / Tinley Park, IL 60477  
Contract: \$122,029

Carol Stream Park District / 280 Kuhn Road / Carol Stream, IL 60188  
Steve Rosenberg / (630) 784-6100  
Dog Exercise Park / 280 Kuhn Road / Carol Stream, IL 60188  
Contract: \$86,531

Genoa Township Park District / 400 East Second Street / Genoa, IL 60135  
Paul Bafia / (815) 784-5612  
Shelter Installation Chamberlain Park OSLAD Park / 400 East Second Street / Genoa, IL 60135  
Contract: \$59,691

Homewood-Flossmoor Park District / 3301 Flossmoor Road / Flossmoor, IL 60422  
Doug Boehm / (708) 957-0280  
Splash Pad Surface / 18600 Hardwood Avenue / Homewood, IL 60430  
Contract: \$28,450

Consolidated School District 1158 / 650 Academic Drive / Algonquin, IL 60102  
Doug Renkosik / (847) 659-6163  
Playground Equipment at Leggee Elementary School / 13723 Harmony Road / Huntley, IL 60142  
Contract: \$26,243

Lockport Park District / 1911 S. Lawrence Avenue / Lockport, IL 60441  
Bill Riordan / (815) 838-1183  
Renwick Club Park / Rookery Drive and Vesper Street / Crest Hill, IL 60403  
Contract: \$48,839

Fox Valley Park District / 101 W. Illinois Avenue / Aurora, IL 60506  
Michael Erickson / (630) 897-0516  
Cherry Hill Park / Manchester Way and Hanks Road / Aurora, IL 60506  
Contract: \$227,350

Romeoville Recreation Department / 900 W. Romeo Road / Romeoville, IL 60446  
Al Grzyb / (815) 886-6222  
Century Ball Fields / Romeoville, IL 60446  
Contract: \$144,894

Village of Romeoville / 1050 W. Romeo Road / Romeoville, IL 60446  
(815) 886-7200  
Spangler Road Reconstruction / Civic Center to Belmont Road / Romeoville, IL 60446  
Contract: \$614,914

Plainfield Township Park District / 23805 W. Ottawa Street / Plainfield, IL 60544  
(815) 439-7940  
2011 Wood Play Surfacing / Various Locations / Plainfield, IL 60544  
Contract: \$54,353



## **2010 References – Started and Completed Projects 2010**

Fox Valley Park District / 101 W. Illinois Street / Aurora, IL 60506  
Michael Erickson / (630) 897-0516  
Stonegate Park / NW intersection Felten and Sheffer / Aurora, IL 60506  
Contract: \$173,412

Hodgkins Park District / 8997 Lyons Street / Hodgkins, IL 60525  
Kelly Young / (708) 354-6563  
Lenzi Park / Lenzi Avenue and Joliet Road / Hodgkins, IL 60525  
Contract: \$327,745

Bensenville Park District / 1000 West Wood Street / Bensenville, IL 60106  
(630) 766-7015  
Kremples Park ADA Renovations / 11 Jacquelyn / Bensenville, IL 60106  
Contract: \$75,455

Belvidere Park District / 1006 W. Lincoln Avenue / Belvidere, IL 61008  
Dan Roddewig / (815) 547-5711  
Belvidere Park Shelter / 1006 W. Lincoln Avenue / Belvidere, IL 61008  
Contract: \$84,179

WRD Environmental Inc. / 445 N. Sacramento Blvd., Ste. 201 / Chicago, IL 60612  
Ernesto Huaracha / (773) 722-9870  
New Mental Services Facility, Ottawa Regional Hospital and Healthcare / 1100 E. Norris Drive / Ottawa, IL  
Contract: \$57,163

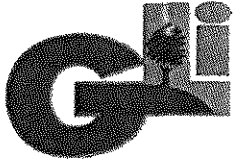
Plainfield Community School District 202 / 15732 Howard Street / Plainfield, IL 60544  
(815) 439-5452  
Bonnie McBeth Early Learning Center / 15730 Howard Street / Plainfield, IL 60544  
Contract: \$160,945

Romeoville Recreation Department / 900 West Romeo Road / Romeoville, IL 60446  
Kelly Rajzer / (815) 886-6222  
Nottingham Ridge Park / Martingale Avenue and Gorman Drive / Romeoville, IL 60446  
Contract: \$173,574

Frankfort Square Park District / 7540 West Braemar Lane / Frankfort, IL 60423  
Jim Randall / (815) 469-3524  
Lighthouse Pointe Park / Holland Harbor Drive / Frankfort, IL 60423  
Contract: \$153,912

Sycamore Park District / 940 E. State Street / Sycamore, IL 60178  
Brian Cobb / (815) 895-3365  
Boynton Park Playground Improvements / Northgate Drive and Boynton Street / Sycamore, IL 60178  
Contract: \$51,524

Sycamore Park District / 940 E. State Street / Sycamore, IL 60178  
Brian Cobb / (815) 895-3365  
Wetzel Park Improvements / Rowantree Drive and Florence Drive / Sycamore, IL 60178  
Contract: \$274,575



B.O.E. Evanston-Skokie School District 65 / 1500 McDaniel Avenue / Evanston, IL 60201  
Don Stevenson / (847) 859-8072  
Infant and Toddler Playground / 1500 McDaniel Avenue / Evanston, IL 60201  
Contract: \$93,148

Riverside Public Schools District 96 / 2400 South 10<sup>th</sup> Avenue / North Riverside, IL 60546  
William Radtke / (708) 447-5007  
2010 Playground Remodel Work at Central Elementary School / 61 Woodside Road / Riverside, IL 60546  
Contract: \$54,243

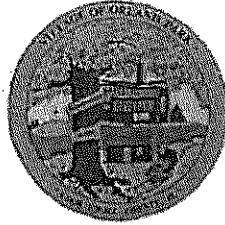
River Forest Park District / 401 Thatcher Avenue / River Forest, IL 60305  
Michael Sletten / (708) 366-6660  
Keystone Park Soccer Field and Sled Hill Renovation / 400 Keystone Avenue / River Forest, IL 60305  
Contract: \$135,881

Oak Lawn Park District / 9400 S. Kenton Avenue / Oak Lawn, IL 60453  
Joel Craig / (708) 857-2225  
Sullivan Park Improvements / 99<sup>th</sup> Street and Kostner Avenue / Oak Lawn, IL 60453  
Contract: \$45,932

Channahon Park District / 24856 West Eames Street / Channahon, IL 60410  
Daryl Cole / (815) 467-7275  
Central Park / Route 6 East of Bluff Road / Channahon, IL 60410  
Contract: \$134,289



VILLAGE OF ORLAND PARK, ILLINOIS



**ADDENDUM NO. 1**

**BID #16-018 DOGWOOD PARK CONSTRUCTION SERVICES**

Date: Friday, April 22, 2016  
To: All Potential Proposers  
From: Village of Orland Park  
RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide responses to questions submitted for the above mentioned Project. All other provisions and requirements of the ITB shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

**The following are the Village's responses to questions submitted for this ITB:**

1. Can you please clarify if the bid is to have Wabash Valley items as listed in the specifications or DuMor items that are shown on drawing L3 details 3 and 4?

**Village Response:** Wabash Valley items

2. Can you please let me know how many picnic tables are needed for the shelter area?

**Village Response:** Two (2) picnic tables.

3. What is the substantial completion date for the project?

**Village Response:** Period of Performance section on page 10 states "Successful bidder must complete Project not later than September 30, 2016."

The question and answer period for this bid is closed. The bid submission deadline remains Tuesday, May 3, 2016 not later than 11:00 A.M.

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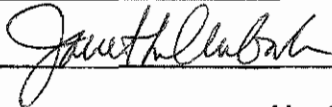
Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.

**Addendum No. 1, dated Friday, April 22, 2016  
ITB #16-018**

*I read and hereby acknowledge this addendum as of the date shown below.*

Business Name: GLI Services, Inc. dba George's landscaping Inc.

Name of Authorized Signee: Janet L. Cherbak, PLA

Signature of Authorized Signee: 

Title: Project Manager

Date: May 2, 2016

**VILLAGE OF ORLAND PARK, ILLINOIS  
DOGWOOD PARK CONSTRUCTION SERVICES  
BID #16-018**

**INSURANCE REQUIREMENTS**

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

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident  
\$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

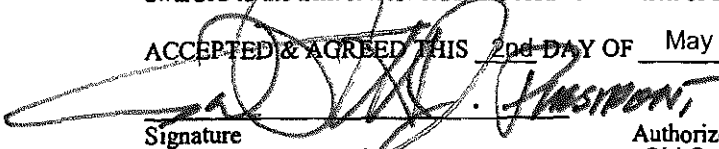
**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence  
\$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

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

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 2nd DAY OF May, 2016

  
Signature  
George W. Petecki  
Printed Name & Title

Authorized to execute agreements for:  
GLI Services, Inc. dba George's Landscaping Inc.  
Name of Company



GEORLAN-01

KAK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2016

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

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

|                                                                                                        |                                                                                       |  |        |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--|--------|
| PRODUCER<br>Riordan & Scully Insurance<br>815 Commerce Dr. Suite 240<br>Oak Brook, IL 60523            | CONTACT NAME:                                                                         |  |        |
|                                                                                                        | PHONE (A/C, No, Ext): (630) 468-5400 FAX (A/C, No): (630) 468-5432<br>E-MAIL ADDRESS: |  |        |
| INSURED<br><br>GLI Services, Inc. dba George's Landscaping Inc.<br>1410 Mills Road<br>Joliet, IL 60433 | INSURER(S) AFFORDING COVERAGE                                                         |  | NAIC # |
|                                                                                                        | INSURER A: Owners Insurance Company                                                   |  | 32700  |
|                                                                                                        | INSURER B: Auto-Owners Insurance                                                      |  | 18988  |
|                                                                                                        | INSURER C:                                                                            |  |        |
|                                                                                                        | INSURER D:                                                                            |  |        |
|                                                                                                        | INSURER E:                                                                            |  |        |
| INSURER F:                                                                                             |                                                                                       |  |        |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X         | X        | 07015546      | 03/22/2016              | 03/22/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                           | X         |          | 4795229400    | 03/22/2016              | 03/22/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                   |           |          | 4799210700    | 03/22/2016              | 03/22/2017              | EACH OCCURRENCE \$ 9,000,000<br>AGGREGATE \$ 9,000,000                                                                                                                                                                                    |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                    | Y/N<br>N  | N/A      | 07063785      | 03/22/2016              | 03/22/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                        |
| A        | Property                                                                                                                                                                                                                                                                                                                  |           |          | 07015546      | 03/22/2016              | 03/22/2017              | Bus. Pers. Property 299,380                                                                                                                                                                                                               |

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

Project: Dogwood Park Construction, 14946 Dogwood Drive, Orland Park, IL 60462

Additional Insured on a Primary/Non-Contributory Basis: The Village of Orland Park, its trustees, officers, directors, agents, employees, representatives & assigns. Waiver of Subrogation is included as respects general liability and workers compensation.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

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## **AUTOMATIC DESIGNATED INSURED - BLANKET COVERAGE**

### **Automobile Policy**

**SECTION II - LIABILITY COVERAGE** is provided to any person or organization only to the extent such person or organization is liable for **your** conduct arising from an **automobile** to which **SECTION II - LIABILITY COVERAGE** applies.

The insurance provided by this endorsement does not apply to any extension of **SECTION II - LIABILITY COVERAGE** provided elsewhere in this policy.

All other policy terms and conditions apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the Insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to 4. Other Insurance:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

### **Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART

- A. **Cancellation** (Common Policy Conditions) is replaced by the following:

### CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
  - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
  - b. For a reason other than nonpayment of premium, we will mail the notice at least:
    - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
    - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. The policy was obtained through a material misrepresentation;
  - c. Any insured has violated any of the terms and conditions of the policy;
  - d. The risk originally accepted has measurably increased.
  - e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
  - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

# National Recreation and Park Association

Let it be known that

**GEORGE PETECKI**

has met the requirements of the standards set forth by the  
National Certification Board

and is hereby granted certification as a  
**Certified Playground Safety Inspector**



**Certified  
Playground  
Safety Inspector**

NATIONAL CERTIFICATION BOARD CHAIRPERSON

NRPA PRESIDENT AND CEO

October 23, 2014

DATE CERTIFIED

25055-1117

CERTIFICATION NUMBER

November 01, 2017

EXPIRATION DATE



National Recreation  
and Park Association

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE GLI Services, Inc. DBA George's Landscaping, Inc.  
1410 Mills Road Joliet, IL 60433

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company  
175 Berkeley Street Boston, MA 02116

a corporation duly organized under the laws of the State of MA  
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park  
14700 S Ravinia Ave Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid  
Dollars (\$ 10% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Dogwood Park Playground Renovation.

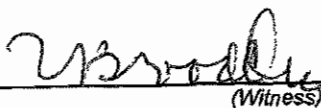
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 3rd day of May, 2016

  
(Witness)

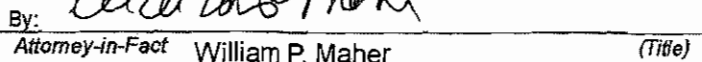
GLI Services, Inc. DBA George's Landscaping, Inc.  
(Principal) (Seal)

By:   
(Title)

  
(Witness)



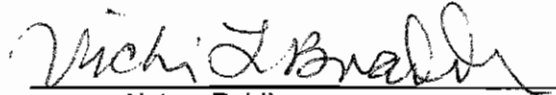
Liberty Mutual Insurance Company  
(Surety) (Seal)

By:   
Attorney-in-Fact William P. Maher (Title)

STATE OF Illinois  
COUNTY OF Cook

I, Vicki L Broaddus Notary Public of Cook County,  
in the State of Illinois, do hereby certify that William P. Maher  
Attorney-in-Fact, of the Liberty Mutual Insurance Company  
who is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Liberty Mutual Insurance Company  
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine  
in said County, this 3rd day of May A.D., 2016

  
Notary Public Vicki L Broaddus

My Commission expires: June 18, 2017

OFFICIAL SEAL  
VICKI L BROADDUS  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 06/18/17

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William P. Maher of the city of Palatine, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: GLI Services, Inc. DBA George's Landscaping, Inc.

Obligee Name: Village of Orland Park

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18<sup>th</sup> day of November, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18<sup>th</sup> day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3<sup>rd</sup> day of May, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



# Document A312™ — 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

GLI Services, Inc. DBA George's Landscaping, Inc.  
1410 Mills Road  
Joliet, IL 60433

### OWNER:

(Name, legal status and address)

Village of Orland Park  
14700 S Ravinia Ave  
Orland Park, IL 60462

### CONSTRUCTION CONTRACT

Date: June 10, 2016

Amount: \$ 172,500.00

One Hundred Seventy Two Thousand Five Hundred Dollars and 00/100

### Description:

(Name and location)

Dogwood Park Construction.

### BOND

Date: June 20, 2016

(Not earlier than Construction Contract Date)

Amount: \$ \$172,500.00

One Hundred Seventy Two Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

GLI Services, Inc. DBA George's Landscaping, Inc.

Signature:

Name  
and Title:

*George W. Peck Jr.*  
President

### SURETY

Company: (Corporate Seal)

Liberty Mutual Insurance Company

Signature:

Name  
and Title:

Jeffrey S. Moore  
Attorney-in-Fact



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

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

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

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Dohn & Maher Associates  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067

847-303-6800

S-1852/AS 8/10

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

10/11/19 11:00 AM  
7/11/19

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



Bond No. 268006950

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

GLI Services, Inc. DBA George's Landscaping, Inc.  
1410 Mills Road  
Joliet, IL 60433

### OWNER:

(Name, legal status and address)

Village of Orland Park  
14700 S Ravinia Ave  
Orland Park, IL 60462

### CONSTRUCTION CONTRACT

Date: June 10, 2016

Amount: \$ 172,500.00

One Hundred Seventy Two Thousand Five Hundred Dollars and 00/100

### Description:

(Name and location)

Dogwood Park Construction.

### BOND

Date: June 20, 2016

(Not earlier than Construction Contract Date)

Amount: \$ 172,500.00

One Hundred Seventy Two Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

GLI Services, Inc. DBA George's Landscaping, Inc.

Signature:

Name  
and Title:

*George W. Petecki*  
President

### SURETY

Company: (Corporate Seal)

Liberty Mutual Insurance Company

Signature:

Name: Jeffrey S. Moore  
and Title: Attorney-in-Fact



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

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

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

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Dohn & Maher Associates  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067

847-303-6800

S-2149/AS R/10

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 16 Definitions**

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey S. Moore of the city of Palatine, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: GLI Services, Inc. DBA George's Landscaping, Inc.

Obligee Name: Village of Orland Park

Surety Bond Number: 268006950

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18<sup>th</sup> day of November, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 18<sup>th</sup> day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20<sup>th</sup> day of June, 2016.



By: Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary